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November 16, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**RECOMMENDATION TO APPROVE THE RELEASE OF A REQUEST FOR
PROPOSALS FOR CASE MANAGEMENT SERVICES TO
NON-ENGLISH/NON-SPANISH SPEAKING WELFARE-TO-WORK PARTICIPANTS
(ALL DISTRICTS - 3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve the release of the attached Request For Proposals (RFP) for Case Management Services to Non-English/Non-Spanish (NE/NS) speaking Welfare-to-Work (WtW) participants.
2. Authorize the transfer of administrative responsibility for the RITE contracts from the Department of Community and Senior Services (DCSS) to the Department of Public Social Services (DPSS) effective January 1, 2005.
3. Delegate authority to the Director, DPSS, to prepare and execute amendments, contingent upon State approval and recoupment of all overpayments identified in the Auditor-Controller's (A-C) monitoring reviews of the contracts with the current RITE service providers for the provision of employment and training services, to extend the current contracts on a month-to-month basis effective January 1, 2005 until new contracts are in place. The total estimated monthly cost of these contracts is \$481,214, fully funded with CalWORKs Single Allocation. There is no additional Net County Cost (NCC) after the required CalWORKs Maintenance of Effort (MOE) is met. Funding for these amendments is included in the FY 2004-05 Adopted Budget.

4. Delegate authority to the Director, DPSS, to execute an amendment to increase the contract annual maximum amount of the Job Readiness and Career Planning Services Program Contract with the Los Angeles County Office of Education (LACOE), after Chief Administrative Office (CAO) and County Counsel approval, by no more than \$2.4 million to provide Orientation and Job Club services to NE/NS speaking WtW participants effective as soon as necessary for services to be provided when new contracts are in place. This amount is fully funded with CalWORKs Single Allocation and there is no additional NCC after the required MOE is met. Funding for this amendment is included in the FY 2004-2005 Adopted Budget. The Director, DPSS, will notify the Board and the CAO in writing within ten business days after execution of such amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On October 5, 2004, your Board instructed the Director, DPSS, to prepare an RFP that 1) contains performance measures to ensure contractors are held accountable for all work performed; 2) is sensitive to the bi-cultural and bilingual needs of the NE/NS speaking population; and 3) clearly defines the roles and responsibilities of the contractors that would provide these services and return to your Board by November 16, 2004 for approval of the RFP. The attached RFP contains three Outcome Measures and 15 Performance Standards that are not in the current RITE contracts. Attachment I provides a summary of the RFP's key provisions.

Your decision to proceed with Recommendations Two and Three will transfer administrative responsibility for the RITE contracts from DCSS to DPSS and will allow DPSS to extend the contracts on a month-to-month basis, effective January 1, 2005, until the completion of the solicitation process that will begin with your approval of the attached RFP.

The A-C will continue to provide monitoring assistance, training to DPSS staff on monitoring techniques, assist in developing our monitoring plan and provide direction on DPSS monitoring. DPSS shall ensure the monitoring team is sufficiently staffed and effectively trained to safeguard the integrity of these services.

Per your Board's March 19, 2002 instructions, DPSS entered into a contract effective July 1, 2002, with LACOE for Job Readiness and Career Planning Services. The contract includes a provision to amend the contract, with the Board of Supervisors' approval, to increase contractor compensation to cover its expenses in providing Job Readiness and Career Planning Services to NE/NS speaking WtW participants. Amending the Job Readiness and Career Planning Services Program Contracts will

ensure that these participants receive job services that are comparable to the services received by English and Spanish speaking WtW participants. Following your Board's approval of Recommendation Four, DPSS and LACOE will negotiate the specific terms of this amendment, based on the NE/NS speaking caseload projected to access Job Readiness and Career Planning services.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the principles of Countywide Goal #5: Children and Families' Well-Being: Improve the well-being of children and families in Los Angeles County as measured by the achievements in the five outcome areas adopted by the Board: good health; economic well-being; safety and survival; social and emotional well-being; and educational/workforce readiness.

FISCAL IMPACT/FINANCING

The monthly estimated cost to extend the current RITE contracts on a month-to-month basis effective January 1, 2005 until new contracts are in place is \$481,214, fully funded with CalWORKs Single Allocation. There is no additional NCC after the required CalWORKs MOE is met. Funding for these amendments is included in the FY 2004-05 Adopted Budget.

The amendment to the Job Readiness and Career Planning Services Program Contract with LACOE will increase the annual contract maximum amount by no more than \$2.4 million per year (plus funding for one-time start-up costs such as curriculum translation), fully funded with CalWORKs Single Allocation, and effective as soon as necessary for services to be provided. For FY 2004-2005, the annual amount will be prorated based on the effective date of the amendment. There is no additional NCC after the required CalWORKs MOE is met. Funding for this amendment is included in the FY 2004-2005 Adopted Budget.

Following your Board's final decision, the Department will work with the CAO to develop a request to your Board for approval of other adjustments in DPSS' budget as necessary.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Amendments to extend contracts with the current RITE service providers will include performance outcome measures that will ensure contractor accountability. The

Department will request A-C review and approval of these performance measures. Additionally, the extension will be contingent upon recoupment of all overpayments identified by the A-C in their monitoring reviews of RITE contractors.

There is a Memorandum of Understanding (MOU) between DCSS and DPSS to provide employment services to DPSS' NE/NS speaking WtW participants. The MOU will terminate effective December 31, 2004, simultaneous with your approval of DPSS assuming responsibility for the current RITE contracts.

If the current RITE contracts are extended it will only be on a temporary basis. Therefore, no cost effectiveness analysis has been completed.

The RFP and resulting new contracts contain three Outcome Measures and financial incentives and deductions that are not in the current RITE contracts. The Outcome Measures are consistent with the Department's Performance Counts! goals and will apply to all GAIN case management operations, including the future GAIN Case Management (GCM) RFP for GAIN Regions II and VII. The Outcome Measures are related to a contractor's: 1) percentage of participants employed; 2) percentage of participants commencing Specialized Supportive Service (e.g., Substance Abuse, Mental Health services); and 3) percentage of participants engaged in education or training programs. Contractors may be eligible for financial incentives or deductions depending on their performance in these areas.

The RFP also contains 15 Performance Standards that measure the quality of case management services and the contractor's ability to effectively assist the participant through the WtW process. These Standards include four standards related to employment, four standards related to effectively moving participants through the WtW process, seven standards related to services to remove barriers to employment, and one standard related to quality customer service. The approach taken in evaluating Performance Standards is not included in the current RITE contracts and is consistent with our monitoring approach on the GCM contracts for GAIN Regions II and VII.

DPSS monitors, with the guidance of the A-C, shall conduct ongoing monthly monitoring related to these outcomes and standards, overall contract provisions (i.e., Financial, Administrative and Service Delivery monitoring), Living Wage requirements and program integrity compliance. The heightened approach to monitoring and guidance from the A-C will ensure the provision of quality services.

The RFP includes indemnification and insurance provisions to protect the County from employee and/or contractor fraud. These protections include indemnification language

The Honorable Board of Supervisors
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and a requirement for crime insurance protection (including a \$1 million policy for employee dishonesty) that would protect the County should contractor fraud occur. The CAO's Risk Management section provided direction in developing these provisions.

The RFP would be subject to Prop A provisions. Language related to Prop A, including provisions related to the County's Living Wage Ordinance, are included.

County Counsel has approved this RFP as to form. The A-C has reviewed and concurs with the recommended actions.

IMPACT ON CURRENT SERVICES

These recommendations will allow the County to ensure uninterrupted WtW case management services to NE/NS speaking WtW participants, which will assist them in achieving self-sufficiency.

CONCLUSION

The Executive Officer, Board of Supervisors, is requested to return one adopted, stamped Board Letter to the Director of DPSS.

Respectfully submitted,



Bryce Yokomizo
Director

BY:jp

Attachment

c: Auditor-Controller
Chief Administrative Officer
County Counsel
Department of Community and Senior Services

**DEPARTMENT OF PUBLIC SOCIAL SERVICES
SUMMARY OF THE REQUEST FOR PROPOSAL'S (RFP) KEY PROVISIONS
November 16, 2004**

On October 5, 2004, your Board instructed the Director of the Department of Public Social Services (DPSS) to prepare a Request for Proposals (RFP) for your approval. The checklist below summarizes key provisions that are included in the sample RFP. Included under each key provision is the RFP reference where additional information can be found.

RFP PROVISION	RFP REFERENCE	SUMMARY OF PROVISION
Scope of Work	Section 1.0 and Appendix B, Statement of Work	Contractors will provide case management services to Non-English/Non-Spanish (NE/NS) speaking Welfare-to-Work (WtW) participants. They will not provide Orientation or Job Club Services. LACOE will assume responsibility for these services.
Roles and Responsibilities	<p>Contractor Responsibilities - Entire Appendix B, Statement of Work</p> <p>County Responsibilities - Appendix B, Statement of Work, Section 6.1.</p>	<p>The Contractor is expected to:</p> <ul style="list-style-type: none"> • Administer the WtW Program, consistent with federal and State guidelines, and County policies and regulations. • Meet three Outcome Measures and 15 Performance Standards (discussed below). • Provide administration responsibilities related to contract provisions and administration of the WtW program. • Provide a site located in the community where they are to provide services. <p>The County is responsible for providing:</p> <ul style="list-style-type: none"> • Program training and essential information technology, including GEARS. • Oversight responsibilities, including contract monitoring, assistance on the WtW Program, County Issuance Approval staff that will approve all requests for WtW benefits, • Program Integrity oversight consistent with DPSS' Program Integrity plan, and • Compliance Review staff to act on provider non-compliance recommendations for participants that fail to comply with WtW Program requirements.

RFP PROVISION	RFP REFERENCE	SUMMARY OF PROVISION
Contract Term	Section 1.9 and Appendix A, Sample Contract, Section 4.0	One year with two additional one-year options, for a total maximum of three years.
Potential Proposers	Section 1.6	Vendors are eligible to bid if they have a minimum experience of three (3) years out of the last ten (10) providing case management or substantially similar services required in this RFP. The experience <u>must</u> include serving a Non-English/Non-Spanish speaking participants.
Service Areas	Appendix C, Statement of Work Technical Exhibits, Exhibit C-3	<p>Based on GAIN Regional boundaries that are aligned with our CalWORKs district offices to allow for better coordination of services to participants. Service Areas also focus on language concentrations.</p> <p><u>Service Area</u></p> <ol style="list-style-type: none"> 1 West LA/West Valley 2 San Gabriel Valley 3 San Gabriel Valley 4 Central LA 5 South/Southeast LA 6 East Valley 7 East Valley <p>Contractors would be required to provide services to all NE/NS participants in that Service Area.</p>
Selection Process	Section 3.1	Eligible bidders may submit a proposal for as many service areas as they wish; however, the County will reserve the right to limit the number of contracts to a provider to ensure the needs of the County are met.
Payment Structure	Section 1.10 and Appendix A, Sample Contract, Section 5.0	Payment is a firm fixed monthly amount based on 1/12 of the annual contract budget. This is consistent with the Department's other GAIN Case Management (GCM) contracts.
Financial Incentives and Deductions	Appendix A, Sample Contract, Section 5.4	The RFP provides for financial incentives and deductions. Contractors may receive bonuses/deductions based on their performance on the Outcome Measures defined below. Contractors' performance will be compared with that of non-contracted operations.

RFP PROVISION	RFP REFERENCE	SUMMARY OF PROVISION
Outcome Measures	Appendix A, Sample Contract, Section 5.4 and Appendix B, Statement of Work Section 4.4.	<p>Outcome Measures that may affect financial incentives/deductions are:</p> <ul style="list-style-type: none"> • Percentage of participants employed. • Of all participants referred to Clinical Assessment, Domestic Violence, Mental Health or Substance Abuse Services, percentage that commenced these services. • Percentage of participants engaged in education or training programs.
Performance Standards	Appendix C, Statement of Work Technical Exhibits, Exhibit C-3.	<p>Includes 15 Performance Standards that are measures of quality case management and will be consistent with the future GAIN Case Management contracts. In order to be eligible to receive incentives, all 15 Performance Standards must be achieved. The Standards are generally grouped as follows:</p> <ul style="list-style-type: none"> • 4 Standards related to employment, including average wages, sustained employment and verification of employment data. • 4 Standards related to effectively processing participants through the WtW process. • 7 Standards related to the effective provision of services to overcome barriers to employment. • 1 Standard related to customer service.
Insurance/Liability Provisions	Section 1.21.7 and Appendix A, Sample Contract, Section 8.24-8.26	<p>The following insurance coverage/protections are included to specifically address contractor fraud issues:</p> <ul style="list-style-type: none"> • Indemnification language that requires the Contractor to indemnify the County from liability to demands, claims, actions, fees, costs, and expenses arising from the Contractor's acts and/or omissions. • Crime Insurance, with specific \$1 million coverage for Employee Dishonesty; Forgery or Alteration; Theft, Disappearance and Destruction; and Computer Fraud.

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DEPARTMENT OF PUBLIC SOCIAL SERVICES



REQUEST FOR PROPOSALS FOR CASE MANAGEMENT SERVICES FOR NON-ENGLISH/NON-SPANISH SPEAKING WELFARE-TO-WORK PARTICIPANTS

Prepared by
Department of Public Social Services
Contract Management Division
12900 Crossroads Parkway South
City of Industry, California 91746-3411

RFP# CMD 04-03

November 2004

"To Enrich Lives Through Effective and Caring Service"

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PREAMBLE

For nearly a decade, the County has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's vision, goals, values, and adopted outcomes. The key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

The County of Los Angeles' Vision is to improve the quality of life in the County by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, businesses and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

- | | |
|-------------------|-------------------------|
| ➤ Responsiveness | ➤ Integrity |
| ➤ Professionalism | ➤ Commitment |
| ➤ Accountability | ➤ A Can-Do Attitude |
| ➤ Compassion | ➤ Respect for Diversity |

These shared values are encompassed in the County Strategic Plan's eight goals: 1) Service Excellence; 2) Workforce Excellence; 3) Organizational Effectiveness; 4) Fiscal Responsibility; 5) Children and Families' Well-Being; 6) Community Services; 7) Health and Mental Health; and 8) Public Safety. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies, and community and contracting partners.

The basic conditions that represent the well being we seek for all children and families in Los Angeles County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;
- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

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Recognizing no single strategy - in isolation - can achieve the County's outcomes of well-being for children and families, consensus has emerged among County and community leaders that making substantial improvements in integrating the County's health and human services system is necessary to significantly move toward achieving these outcomes. The County has also established the following values and goals for guiding this effort to integrate the health and human services delivery system:

- ✓ Families are treated with respect in every encounter they have with the health, educational, and social services systems.
- ✓ Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.
- ✓ There is no "wrong door": wherever a family enters the system is the right place.
- ✓ Families receive services tailored to their unique situations and needs.
- ✓ Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.
- ✓ The County service system is flexible, able to respond to service demands for both the Countywide population and specific population groups.
- ✓ The County service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.
- ✓ In supporting families and communities, County agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.
- ✓ County agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and accountable.
- ✓ County agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.
- ✓ County agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.

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- ✓ County agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.
- ✓ The County human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the County human services system for children and families should ultimately be judged by whether it helps achieve the County's five outcomes for children and families: good health, safety and survival, economic well-being, social and emotional well-being, and education and workforce readiness.

The County, its clients, contracting partners, and the community are working together to develop practical ways to make County services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strength-based and multi-disciplinary team approach. County departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

The County of Los Angeles health and human services departments and their partners are working together to achieve the following *Customer Service And Satisfaction Standards* in support of improving outcomes for children and families.

Personal Service Delivery

The service delivery team – staff and volunteers – will treat customers and each other with courtesy, dignity, and respect.

- Introduce themselves by name
- Listen carefully and patiently to customers
- Be responsive to cultural and linguistic needs
- Explain procedures clearly
- Build on the strengths of families and communities

Service Access

Service providers will work proactively to facilitate customer access to services.

- Provide services as promptly as possible
- Provide clear directions and service information
- Outreach to the community and promote available services

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- Involve families in service plan development
- Follow-up to ensure appropriate delivery of services

Service Environment

Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

- Ensure a safe environment
- Ensure a professional atmosphere
- Display vision, mission, and values statements
- Provide a clean and comfortable waiting area
- Ensure privacy
- Post complaint and appeals procedures

The basis for all County health and human services contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The County and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

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1.0 GENERAL INFORMATION

The County of Los Angeles, Department of Public Social Services (DPSS) is releasing this Request for Proposals (RFP) to solicit proposals from qualified proposers who are interested in the management and delivery of case management services for non-English/non-Spanish (NE/NS) speaking Welfare-to-Work (WtW) participants in the County's CalWORKs/GAIN Program.

1.1 BACKGROUND ON THE CALWORKS PROGRAM

In 1996, welfare reform was enacted via the federal Personal Responsibility and Work Opportunity Reconciliation Act. As a result, the Aid to Families with Dependent Children (AFDC) program, which was an entitlement program based on federal statutes and rules, was replaced with the Temporary Aid to Needy Families (TANF) program, which provided federal block grants to States and allowed States great latitude to develop welfare-to-work programs to assist participants in becoming self-sufficient through employment.

In California, the new design for the welfare program was enacted by the California Welfare Reform Legislation, AB 1542. The California welfare program is called the California Work Opportunity and Responsibility to Kids (CalWORKs) and was implemented January 1, 1998 in Los Angeles County. The CalWORKs Program consists of two general services, Eligibility and Welfare-to-Work (WtW). The County's WtW program under CalWORKs is called the Greater Avenues for Independence, or GAIN.

1.2 PURPOSE OF THE RFP

This RFP is designed to obtain proposals from qualified organizations who have the necessary experience to provide full-service, welfare-to-work case management services, under the supervision of the County, that will enable non-English/non-Spanish (NE/NS) speaking CalWORKs participants with economic, educational, and linguistic barriers to become and remain employed and achieve freedom from welfare dependency. Proposers should describe innovative strategies to move eligible individuals into self-sustaining employment, upwardly mobile career paths, higher earning potential and ultimately, off welfare dependency. Proposers must explain how the cultural and linguistic needs of NE/NS GAIN participants will be met.

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To achieve the objective of self-sufficiency, the County has structured this RFP to ensure the Proposer has the flexibility and incentives necessary to submit a solution that will effectively meet program goals.

Award of a contract(s) will be made pursuant to Section 44.7 of the Los Angeles County Charter (as implemented by Los Angeles County Code Chapter 2.121, pursuant to which the County is permitted to contract with private businesses to perform services when it is more economical to do so), the Proposer's submission of a cost-effective proposal to the County for such services, competitive negotiation under Los Angeles County Code, Section 2.121.330, and a recommendation to the Board of Supervisors for award of the contract. The Los Angeles County Code may be accessed on the internet at: <http://ordlink.com/codes/lacounty/index.htm>

1.3 OVERVIEW OF SOLICITATION DOCUMENT

This RFP describes the specific services, minimum proposal requirements, proposal instructions, and proposal evaluation methodology required by the County of Los Angeles, Department of Public Social Services (DPSS). Proposers are encouraged to read this RFP carefully and follow all instructions set forth hereunder when submitting their proposals to ensure proper consideration is given to the submitted proposals.

The RFP is composed of the following parts:

- **General Information:** Specifies this RFP's minimum requirements, presents an overview of the solicitation process, and provides general information regarding some of the requirements of the Contract.
- **Proposal Submission Requirements:** Contains instructions to Proposers on how to prepare and submit their proposal.
- **Selection Process and Evaluation Criteria:** Explains how the proposals will be evaluated and selected.

Appendices:

- **Appendix A - Sample Contract:** Provides a detailed description of the County's proposed contracts. This Contract includes specific provisions that Proposers must consider in making their proposal

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- Appendix B - Statement of Work (SOW): Provides a detailed explanation of the specific required services under this RFP and resulting contracts. This SOW serves in both guiding proposers in addressing the County's needs, and in providing the language that will be part of the resulting contracts.
- Appendix C - Statement of Work Technical Exhibits: Provides supporting information related to the SOW (Appendix B).
- Appendix D - Required Forms and Other Information: Provides all forms proposers must complete and submitted with their proposals under this RFP. Also, includes important information regarding this RFP and County requirements.

1.4 GAIN PROGRAM OVERVIEW

The overall goal of the CalWORKs program is to improve the lives of children and families by assisting adults/caretakers to become economically self-sufficient. Pursuant to this overall goal are four major objectives:

- To help the participant secure employment;
- To help the participant retain employment;
- To help the participant overcome economic, educational, and cultural/linguistic barriers; and
- Secure employment with sufficiently high earnings to no longer require cash assistance.

The GAIN program is designed to meet these objectives. Through the NE/NS WtW Program, participants will receive culturally and linguistically appropriate services. Individualized Welfare-to-Work (WtW) plans will be jointly developed between case managers and participants. These plans will include activities designed to mitigate barriers to employment through such resources as vocational education and training, English-as-a-Second Language training, on-the-job training, work experience, and adult basic education. The NE/NS WtW case manager assist the participant overcome barriers by making appropriate referrals on service needs such as mental health, domestic violence and substance abuse services. Additionally, the case manager will assist participants in receiving benefits to address childcare, transportation and other needs that will ensure compliance with their WtW plan. (Appendix B, Statement of Work, contains more detailed information on the NE/NS WtW program.)

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Considerable weight will be given to Proposers who can demonstrate proven case management skills, knowledge and experience in the delivery of services to CalWORKs participants, staff possessing appropriate language skills and cultural awareness, and ability to place NE/NS individuals in unsubsidized employment that leads to economic self-sufficiency. Considerable weight will also be given to Proposers who demonstrate creative programs to provide limited English/Spanish proficient individuals with comprehensive assessments, information on a range of job opportunities and/or job skills training leading to long-term economic self sufficiency.

1.5 TERMS AND DEFINITIONS

Throughout this RFP, references are made to certain terms, persons, groups, or departments/agencies that are DPSS specific. For convenience, a description of specific definitions can be found in Appendix A, Sample Contract, Part 2, Definitions and Appendix C, Statement of Work Technical Exhibits, Exhibit C-8.

1.6 MINIMUM MANDATORY REQUIREMENTS

Qualified Proposers, who have demonstrated the ability to successfully provide the services requested in this RFP, are invited to submit proposals. In order to have a proposal considered, prospective Proposers must provide satisfactory evidence that meets the following minimum requirements. Specifically, the Proposer must:

1. Submit a cost proposal that would make their contract cost-effective. The Proposer's bid price will be added to the County's Administrative costs directly related to this RFP. This sum (contracting costs) will be compared to the County's avoidable costs, the cost for the County to provide the RFP's services in-house. If contracting costs exceed avoidable costs, the proposal is deemed to be not cost effective (see RFP Section 3.2).
2. Attend the Mandatory Proposers' Conference, as specified in Sections 2.3 and 2.6.
3. Have (or will have by the May 1, 2005 anticipated contract effective date) a minimum experience of three (3) years out of the last ten (10) providing case management services, or services substantially similar to the services required in this RFP. This experience must include serving a

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NE/NS-speaking population. The experience must be documented in the Proposal, Section 2 (see RFP, Section 2.9.5.1).

4. Have (or will have by the May 1, 2005 anticipated contract effective date) a Contract Manager with a minimum of three (3) years experience in the performance of case management services, or services substantially similar to the services required in this RFP. (If the Contract Manager is not yet hired, the Contractor must include with its proposal the complete job specifications for this position.) The experience/job specifications must be documented, at a minimum, in the Proposal Section 4.1 (see RFP Section 2.9.7.1).
5. Have (or will have by the May 1, 2005 anticipated contract effective date) a business office located within the County of Los Angeles, with a responsible person(s) to maintain all administrative records related to the Proposed Contract and financial reports that are required herein. Additionally, the Proposer must have by the contract start date, an office located within the Service Areas being bidded for, where NE/NS WtW case management records and reports, and administrative records related to NE/NS WtW services are to be maintained. This information must be documented in the Proposal Section 2.1.11 (see RFP Section 2.9.5.1.11); and
6. Submit a completed and signed "Familiarity of the County Lobbyist Ordinance Certification," contained in Appendix D, Exhibit D-8, hereunder.
7. Submit a completed and signed "Attestation of Willingness to Consider GAIN/GROW Participants," contained in Appendix D, Exhibit D-12, hereunder.
8. Submit a signed certification of either compliance with or exemption from the requirements of the County's Living Wage Program contained in Appendix D, Exhibits D-13, D-14 and D-15, hereunder.
9. Submit a signed certificate of compliance with the County's Jury Service Program or a signed request, along with documentation, supporting a request for exception, contained in Appendix D, Exhibit D-16, hereunder.
10. Submit a signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tiered Covered Transactions

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(45C.F.R. Part 76) contained in Appendix D, Exhibit D-9 or a written explanation describing why such a certification cannot be provided. See Section 1.21.12 (Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions (45C.F.R Part 76)) below for required content of the written explanation that may be accepted by County in lieu of the Certification form.

Minimum Mandatory Requirements 1 through 10 above must be addressed and submitted with the submitted proposal. Failure to meet these Minimum Mandatory Requirements will result in a rejection of a proposal as explained in RFP Section 1.11 hereunder.

1.7 DEADLINE FOR PROPOSALS

Proposals are due and must be **received** in the DPSS office specified in RFP Section 2.7, hereunder, no later than **5:00 p.m., December 23, 2004, PST. Late proposals will not be accepted.** It is the sole responsibility of the Proposer to see that its proposal is properly received by DPSS before the submission deadline. The Proposer shall bear all risks associated with private delivery services or with delays in the U.S. Postal Service. Submitted proposals that are not received timely or have insufficient postage will not be considered and will be returned to the Proposer unopened.

1.8 COUNTY RIGHTS AND RESPONSIBILITIES

The County has the right to amend the RFP by written addendum. The County is responsible only for that which is expressly stated in the solicitation document and any authorized addenda thereto. The County is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

1.9 CONTRACT TERM

The proposed Contract term shall be for a period of one year, with County option to extend for two additional one-year periods. The Contract is projected to commence May 1, 2005, or one day following Board approval (approximately April 26, 2005), whichever is later. Appendix A, Sample Contract, Section 4.0, provides additional information regarding the proposed contract term.

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1.10 CONTRACTOR'S FLAT MONTHLY FEE

The Contractor's flat monthly fee shall remain firm and fixed for the one-year term of the Contract for performing the services, as set forth in Appendix D, Exhibit D-1, "Required Bid Sheet."

Should the County choose to exercise its option to renew the contract for a maximum of two additional one-year periods, new caseload projections will be provided to the Contractor prior to each renewal period. For each one-year renewal, the Contractor will submit a revised budget consistent with the first year's budget, but adjusted to reflect the revised caseloads.

- .1 the flat monthly rate shall be based on the estimated workload as set forth in Appendix C, Exhibit C-3, hereunder. For each one-year renewal, the flat monthly rate shall not be increased by more than 10 percent from the original term's flat monthly rate.
- .2 Proposals submitted in response to this RFP shall contain a bid form for the contract term. The Proposals shall be set forth on the attached Required Bid and Budget Sheet Format provided in Appendix D, Exhibit D-1, and shall be fixed and guaranteed for the term of the contract.
- .3 The Contractor's flat monthly fee may be subject to performance incentive payments as well as performance deductions, as described in Appendix A, Sample Contract, Paragraph 5.4, Performance Incentives and Deductions.

1.11 COUNTY OPTION TO REJECT ALL PROPOSALS

The County may, at its sole discretion, reject any or all proposals submitted in response to this RFP. The County shall not be liable for any costs incurred by the proposer in connection with the preparation and submission of any proposal (as cited in Los Angeles County Code, Section 2.121.290).

Additionally, the COUNTY reserves the right to waive inconsequential disparities in a submitted proposal.

1.12 PROTEST PROCESS

Any actual or prospective proposer may file a protest in connection with the solicitation or award of a Board-approved service contract. It is generally accepted that the proposer challenging the decision of a County department

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bears the burden of proof in its claim that the department committed a sufficiently material error in the solicitation process to justify invalidation of a proposed award.

Throughout the review process, the County has no obligation to delay or otherwise postpone an award of contract based on a proposer's protest. In all cases, the County reserves the right to make an award when it is determined to be in the best interest of the County of Los Angeles to do so.

1.12.1 Grounds for Review

Unless state or federal statutes or regulations otherwise provide, the grounds for review of any departmental determination or action should be limited to the following:

- Review of Solicitation Requirements
- Review of a Disqualified Proposal
- Review of Department's Proposed Contractor Selection

The following describes the procedures to be followed for each of these areas.

1.12.2 Solicitation Requirements Review

A person or entity may seek a Solicitation Requirements Review by submitting a written request for review (Appendix D, Exhibit D-20) to the department conducting the solicitation. A Solicitation Requirements Review shall only be granted under the following circumstances:

- .1 The request for a Solicitation Requirements Review is made within ten (10) business days of the issuance of the solicitation document;
- .2 The request for a Solicitation Requirements Review includes documentation, which demonstrates the underlying ability of the person or entity to submit a proposal;
- .3 The request for a Solicitation Requirements Review itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and

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- .4 The request for a Solicitation Requirements Review asserts that either:
- a. application of the minimum requirements, evaluation criteria and/or business requirements unfairly disadvantages the proposer; or
 - b. due to unclear instructions, the process may result in the County not receiving the best possible responses from the proposers.

Whenever possible, the Solicitation Requirements Review should be performed by one or more departmental representatives with services contracting knowledge or experience, who were not associated with the solicitation.

The Solicitation Requirements Review shall be completed and the department's determination shall be provided to the proposer, in writing, within a reasonable time prior to the proposal due date.

1.12.3 Disqualification Review

A proposal may be disqualified from consideration because a department determined it was a non-responsive proposal at any time during the review/evaluation process. If a department determines that a proposal is disqualified due to non-responsiveness, the department shall notify the proposer in writing.

Upon receipt of the written determination of non-responsiveness, the proposer may submit a written request for a Disqualification Review (Appendix D, Exhibit D-21) by the date specified. Request for a Disqualification Review not timely submitted will be denied.

A Disqualification Review shall only be granted under the following circumstances:

- .1 The firm/person requesting a Disqualification Review is a proposer;
- .2 The request for a Disqualification Review is submitted timely; and
- .3 The request for a Disqualification Review asserts that the department's determination of disqualification due to proposal non-

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responsiveness was erroneous (e.g., factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.

The Disqualification Review shall be completed and the determination shall be provided to the proposer, in writing, prior to the conclusion of the evaluation process.

1.12.4 Department's Proposed Contractor Selection Review

.1 Department Debriefing Process

Upon completion of the evaluation, and prior to entering negotiations with the selected proposer, the department shall notify the remaining proposers in writing that the department is entering into negotiations with another proposer. Upon receipt of the letter, the proposer may submit a written request for a Debriefing within the time specified in the letter. A debriefing will not be provided unless the request is submitted within the timeframe specified.

The purpose of the Debriefing is to compare the proposer's response to the solicitation document with the evaluation document. The proposer shall be debriefed only on its response. Because the contract process has not been completed, responses from other proposers shall not be discussed.

If the proposer is not satisfied with the results of the debriefing, it may, within five (5) business days of the debriefing, request a review on the grounds and in the manner set forth below for review of the department's recommendation for contract award.

.2 Proposed Contractor Selection Review

The proposer may submit a written request for a Proposer Contractor Selection Review (Appendix D, Exhibit D-22) if they assert that their bid/proposal should have been determined to be the lowest cost, responsive and responsible bid or the highest-scored proposal because of one of the following reasons:

- a. The department materially failed to follow procedures specified in its solicitation document. This includes:

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- Failure to correctly apply the standards for reviewing the proposal format requirements.
 - Failure to correctly apply the standards, and/or follow the prescribed methods, for evaluating the proposals as specified in the solicitation document.
 - Use of evaluation criteria that were different from the evaluation criteria disclosed in the solicitation document.
- b. The department made identifiable mathematical or other errors in evaluating proposals, resulting in the proposer receiving an incorrect score and not being selected as the recommended Contractor.
- c. A member of the Evaluation Committee demonstrated bias in the conduct of the evaluation.
- d. Another basis for review as provided by state or federal law.

Upon completing the Proposed Contractor Selection Review, the department representative shall issue a written decision to the proposer within a reasonable time following receipt of the request for a Proposed Contractor Selection Review, and always before the date the contract award recommendation is to be heard by the Board. If the proposer is not satisfied with the results of the Proposed Contractor Selection Review, it may request a review on the grounds and in the manner set forth below for a County Review Panel.

1.12.5 County Review Panel Process

If the proposer is not in agreement with the results of the department's Proposed Contractor Selection Review, the proposer may submit a written request for a review by a County Review Panel (Appendix D, Exhibit, D-23).

Upon completion of the Panel's Review, the Panel will forward its report to the department, which will provide a copy to the proposer.

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1.12.6 Contact /Address for Protest Requests

Protests should be submitted in writing to: **Jose R. Perez, Director, Contract Management Section I, Department of Public Social Services, 12900 Crossroads Parkway South, City of Industry, California 91746-3411.**

1.13 FORMAL BOARD APPROVAL OF CONTRACT

Notwithstanding a recommendation of a department, agency individual, or other, the Board of Supervisors retains the right to exercise its judgment concerning the selection of a proposal and the terms of any resultant agreement, and to determine which proposal best serves the interest of the County. The Board is the ultimate decision-making body and makes the final determinations necessary to arrive at a decision to award, or not award, a contract.

1.14 CONTACT WITH COUNTY PERSONNEL

Any contact with County personnel regarding this RFP or any matter related thereto must be in writing and limited to:

Jose R. Perez, Director
Contract Management Section I
Department of Public Social Services
12900 Crossroads Parkway South, 2nd Floor
City of Industry, CA 91746

All potential proposers are specifically directed not to contact any other COUNTY personnel regarding this RFP.

1.15 OPENING OF PROPOSALS

Proposals will not be opened prior to the due date for receipt of proposals, nor will the proposal be publicly opened.

1.16 NOTICE TO PROPOSERS REGARDING THE PUBLIC RECORDS ACT

All proposals in response to the solicitation document shall become the exclusive property of the County of Los Angeles. Upon recommendation of award of a contract(s), if any, to the Board of Supervisors, and if such recommendation appears on the Board Agenda, all proposals shall become a matter of public record and shall be regarded as public records with the exception of those parts of each proposal which are defined by the Proposer as business or trade secrets,

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and each page must be plainly marked as "Trade Secret," "Confidential," or "proprietary."

The County shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. **A blanket statement of confidentiality or the marking of each page of the proposal as confidential shall not be deemed sufficient notice of exception. The Proposer(s) must specifically label only those provisions of the proposal which are "Trade Secrets," "Confidential," or "Proprietary" in nature.**

1.17 CHANGES IN PROGRAM REQUIREMENTS/REGULATIONS

Policies/procedures stated in this RFP are subject to change based on changes in program requirements and regulations. Written notification will be provided if there is any such change.

1.18 DETERMINATION OF PROPOSER RESPONSIBILITY

1.18.1 A responsible Proposer is a Proposer who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

1.18.2 Proposers are hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may determine whether the Proposer is responsible based on a review of the Proposer's performance on any contracts, including but not limited to County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Proposer against public entities. Labor law violations which are the fault of subcontractors and of which the Proposer had no knowledge shall not be the basis of a determination that the Proposer is not responsible.

1.18.3 The County may declare a Proposer to be non-responsible for purposes of this Contract if the Board of Supervisors, in its discretion, finds that the Proposer has done any of the following: 1) violated a term of a contract with the County or a non-profit corporation created by the County; 2) committed any act or omission which negatively reflects on the Proposer's quality, fitness or capacity to perform a contract with the County, any

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other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, 3) committed an act or omission which indicates a lack of business integrity or business honesty, or 4) made or submitted a false claim against the County or any other public entity.

- 1.18.4 If there is evidence that the highest ranked Proposer may not be responsible, the Department shall notify the Proposer in writing of the evidence relating to the Proposer's responsibility, and its intention to recommend to the Board of Supervisors that the Proposer be found not responsible. The Department shall provide the Proposer and/or the Proposer's representative with an opportunity to present evidence as to why the Proposer should be found to be responsible and to rebut evidence that is the basis for the Department's recommendation.
- 1.18.5 If the Proposer presents evidence in rebuttal to the Department, the Department shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board of Supervisors. The final decision concerning the responsibility of the Proposer shall reside with the Board of Supervisors.
- 1.18.6 These terms shall also apply to proposed subcontractors of Proposers on County contracts.

1.19 PROPOSER DEBARMENT

- 1.19.1 The Proposer is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the Proposer from bidding or proposing on, or being awarded, and/or performing work on other County contracts for a specified period of time, not to exceed three (3) years, and the County may terminate any or all of the Proposer's existing contracts with the County, if the Board of Supervisors finds, in its discretion, that the Proposer has done any of the following: 1) Violated a term of a contract with the County or a nonprofit corporation created by the County, 2) committed an act or omission which negatively reflects on the Proposer's quality, fitness or capacity to perform a contract with the COUNTY, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, 3) committed an act or offense which indicates a lack of business integrity or

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business honesty, or 4) made or submitted a false claim against the County or any other public entity.

1.19.2 If there is evidence that the apparent highest ranked Proposer may be subject to debarment, the Department shall notify the Proposer in writing of the evidence that is the basis for the proposed debarment, and shall advise the Proposer of the scheduled date for a debarment hearing before the Contractor Hearing Board.

1.19.3 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Proposer and/or Proposer's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Proposer should be debarred, and, if so, the appropriate length of time of the debarment. The Proposer and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

1.19.4 After consideration of any objections, or if no objections are received, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and the recommendation of the Contractor Hearing Board.

1.19.5 These terms shall also apply to proposed subcontractors of Proposers on County contracts.

1.20 BACKGROUND AND SECURITY INVESTIGATIONS

Background and security investigations of Contractor staff will be required as a condition of beginning and continuing work under any resulting contract. The cost of background checks is the responsibility of the Contractor.

1.21 COUNTY POLICIES AND PROGRAMS

1.21.1 COUNTY OF LOS ANGELES LOBBYIST ORDINANCE

The County has enacted an ordinance regulating the activities of persons who lobby County officials.

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This Ordinance, referred to as the “Lobbyist Ordinance,” defines a County lobbyist and imposes certain registration requirements upon individuals meeting the definition. The complete text of the Ordinance can be found in County Code Chapter 2.160.

In effect, each person, corporation, or other entity who seeks a County permit, license, franchise, or contract must certify compliance with the Ordinance.

As part of this solicitation process, it is the responsibility of each proposer to review the Ordinance independently as the text of said Ordinance is not contained within this RFP. Thereafter, each person, corporation, or other entity submitting a response to this proposal must certify that each County lobbyist, as defined by Los Angeles County Code Section 2.160.010, that is retained by the proposer is in full compliance with Chapter 2.160 of the County Code. The proposer shall sign the form entitled, “Familiarity of the COUNTY Lobbyist Ordinance Certification,” contained in Appendix D, Exhibit D-8, hereunder.

1.21.2 GRATUITIES

It is improper for any County officer, employee or agent to solicit consideration, in any form, from a proposer with the implication, suggestion or statement that the Proposer’s provision of the consideration may secure more favorable treatment for the Proposer in the award of this Contract or that the Proposer’s failure to provide such consideration may negatively affect the County’s consideration of the Proposer’s submission. A Proposer shall not offer or give, either directly or through an intermediary, consideration, in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the award of this Contract.

A Proposer shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller’s Employee Fraud Hotline at (800) 544-6861.

Failure to report such a solicitation may result in the Proposer’s submission being eliminated from consideration.

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Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

1.21.3 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT

As a threshold requirement for consideration for contract award, Proposers shall demonstrate a proven record of hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposers shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposers' employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Proposers who are unable to meet this requirement shall not be considered for contract award.

Proposers shall complete and return the form, "Attestation of Willingness to Consider GAIN/GROW Participants," Appendix D, Exhibit D-12, hereunder with their proposal.

1.21.4 CHILD SUPPORT COMPLIANCE PROGRAM

Proposers shall: 1) fully comply with all applicable State and federal reporting requirements relating to employment reporting for its employees; and, 2) comply with all lawfully served Wage and Earnings Assignment Orders and Notice of Assignment and continue to maintain compliance during the term of any contract that may be awarded pursuant to this solicitation. Failure to comply may be cause for termination of a contract or initiation of debarment proceedings against the non-compliant Contractor (County Code Chapter 2.202)

1.21.5 LIVING WAGE PROGRAM

The prospective Contract is subject to the requirements of the County's Living Wage Program (Los Angeles County Code, Chapter 2.201). Prospective Contractors should carefully read the Living Wage Program (Appendix D, Exhibit D-25), of which are incorporated by reference into and made a part of this RFP. The Living Wage Program applies to both

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Contractors and their subcontractors. Proposals that fail to comply with the requirements of the Living Wage Program may be considered non-responsive and excluded from further consideration.

- .1 Evaluation of Proposer's History of Labor Law/Payroll Violations. In evaluating proposals, the County will review a Proposer's history of labor law/payroll violations (including but not limited to violations or pending claims pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination).

To facilitate this process, Proposers must submit with their proposal a completed Acknowledgment and Statement of Compliance form (Reference Appendix D, Exhibit D-13), and disclose on that form:

- 1) any determination by a public entity within three (3) years of the date of the proposal that the Firm committed a labor law/payroll violation; and
- 2) any pending claim that involves an incident of labor law/payroll violation occurring within three years of the date of the proposal.

Applying established criteria, the County may deduct from 1 to 20 percent of the maximum number of available evaluation points for labor law/payroll violations, with substantially increased deductions for a Proposer's failure to disclose reportable violations (Appendix D, Exhibit D-18, "Guidelines for Assessment of Proposer Labor Law/Payroll Violations). "Pending claims" (i.e., claims that do not have a final disposition) will not result in point deductions, however, such claims may be reported to the Board of Supervisors before a Contract is awarded.

- .2 If a Proposer believes that it does not fall within the Living Wage Program's definition of Employer or that it meets any of the exceptions to the Living Wage Program, then the Proposer must complete and submit to the County, no less than 10 days prior to submission of the proposal, the Application for Exemption (Appendix D, Exhibit D-14) and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining

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Contract, if applicable. Upon reviewing the Proposer's application, the County will determine, in its sole discretion, whether the Proposer falls within the definition of Employer or meets any of the exceptions to the Living Wage Program. The County's decision will be final.

Note that the collective bargaining Contract exception applies if it is demonstrated to the County that the Contract is bona fide and that the Contract expressly provides that it supercedes all of the provisions of the Living Wage Program, or (if not all) those specific provisions of the Living Wage Program not expressly superceded by the collective bargaining Contract.

- .3 The Living Wage Program requires Contractors and their subcontractors to pay their full-time employees providing services to the County no less than a living wage. The County has established the living wage as \$9.46 per hour without health benefits and \$8.32 per hour with health benefits. In order to qualify for paying the lower hourly Living Wage rate, the Contractor must pay at least \$1.14 per hour toward the provision of a bona fide health care benefit plan for each employee and any dependents. Each Proposer must complete the Application for Exemption (Appendix D, Exhibit D-14) or the Contractor Living Wage Declaration (Appendix D, Exhibit D-15), if appropriate and submit it with the Proposer's proposal.
- .4 The Proposer must submit with its proposal a staffing plan using full-time employees for the Contract. The Contractor will be required to assign and use full-time employees to provide services under the Contract, unless the Contractor demonstrates to the satisfaction of the County the need to use non-full-time employees based on staffing efficiency or the County requirements of an individual job. If a Contractor desires to assign and use non-full-time employees to provide services under the Contract, the Proposer must submit to the County, along with its proposal, a written request detailing the Proposer's request and justification, and providing all necessary documentation to substantiate the request.

Based on the County's review of the Proposer's request and supporting documentation, the County shall determine, in its sole discretion, whether the Proposer may use non-full-time employees to

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provide services under the Contract. The County's decision will be final.

- .5 If the contract involves the provision of services that were previously provided under a contract that was or will be terminated prior to its expiration, then the Contractor is required to provide employment for the predecessor Contractor's employees. The Contractor must offer employment to all such retention employees who are qualified for such jobs and who were employed by the predecessor Contractor for at least six (6) months prior to the new contract. However, the Contractor is not required to hire a retention employee who has been convicted of a crime related to the job or the employee's job performance or who fails to meet any other County requirement for employees of the Contractor. The Contractor may not terminate a retention employee for the first 90 days of employment under the contract, except for cause. Thereafter, the Contractor may retain a retention employee on the same terms and conditions as the Contractor's other employees.
- .6 Throughout the term of the Contract, the Contractor and its subcontractor(s) will be required to submit periodic monitoring reports for each employee providing services under the Contract, certifying under penalty of perjury, the hours worked, wages paid and amounts paid towards each employee's health benefits.
 - .6.1 At any time during the term of the Contract, the County may conduct an audit of the Contractor's records as well as field visits with the Contractor's employees to ascertain compliance with the Living Wage Program.
 - .6.2 The Contractor will be required to place specified Living Wage posters at the Contractor's place of business and locations where the Contractor's employees are working. The Contractor will also be required to distribute County-provided notices to each of its employees providing services to the County at least once per year.

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- .7 The Proposer will have to demonstrate a history of business stability, integrity in employee relations and financial ability to pay the living wage.
- .8 Violations of the provisions of the Living Wage Program will subject the Contractor to withholding of monies owed to the Contractor under the Contract, liquidated damages, possible termination and/or debarment from future County Contracts for up to three (3) years.
- .9 Proposers that submit false information may be barred from participating in the prospective Contract and future County Contracts for up to three (3) years.

1.21.6 FEDERAL EARNED INCOME TAX CREDIT

The Contractor and/or its employees may be eligible to apply for the Federal Earned Income Tax Credit and receive up to \$3,756 a year.

This federal tax credit may be available to a family with two or more children with earnings of \$7,500 to \$15,000 and may receive the benefit by check or receive an advance up to six (6) months credit from the IRS upon filing a tax return. The Contractor shall notify all employees of this benefit by providing IRS Notice 1015 set forth in Appendix D, Exhibit D-24.

1.21.7 INDEMNIFICATION AND INSURANCE AND SPARTA

The Contractor shall procure and maintain, and provide to the County, proof of insurance coverage for all the programs of insurance, along with associated amounts specified in this RFP, Appendix A, Sample Contract, Subparagraphs 8.25 and 8.26. The Proposer agrees to comply with the indemnification provisions specified in this RFP, Appendix A, Sample Contract, Subparagraph 8.24.

A County program, known as "SPARTA" (Service Providers, Artisan and Tradesman Activities) may be able to assist potential Contractors in obtaining affordable liability insurance. The SPARTA program is administered by the County's insurance broker, Municipality Insurance Services, Inc. For additional information, proposers may call (800) 420-0555 or access their website at www.2sparta.com.

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1.21.8 COMMUNITY BUSINESS ENTERPRISE PARTICIPATION

The County has adopted a Community Business Enterprise (CBE) Program, which includes business enterprises owned by disabled veterans, disadvantaged business enterprises, and minority and women-owned business enterprises.

The County has established an aspirational goal that twenty-five percent (25%) of all County contract dollars shall go to certified CBEs.

The Contractor shall document the good faith efforts it has taken to assure that CBEs are utilized when possible to provide supplies, equipment, technical services, and other services under the contract.

The County strongly encourages participation by CBEs; however, the final selection will be made without regard to race, color, creed, or gender. The final selection will be based on the proposer's ability to provide the best service and value to the County.

1.21.9 MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN

Prior to a contract award, all potential Contractors must register on the County's WebVen. The WebVen contains the Vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the County's home page at http://lacounty.info/doing_business/main_db.htm "Doing Business with Us."

1.21.10 JURY SERVICE PROGRAM

The prospective contract is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") (Los Angeles County Code, Chapter 2.203). Prospective Contractors should carefully read the Jury Service Program, and the pertinent jury service provisions outlined below, both of which are incorporated by reference into and made a part of this RFP. The Jury Service Program applies to both Contractors and their subcontractors. Proposals that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.

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- .1 The Jury Service Program requires Contractors and their subcontractors to have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service. For purposes of the Jury Service Program, "employee" means any California resident who is a full-time employee of a Contractor and "full-time" means 40 hours or more worked per week, or a lesser number of hours if:
 - 1) The lesser number is a recognized industry standard as determined by the County, or
 - 2) The Contractor has a long-standing practice that defines the lesser number of hours as full-time. Therefore, the Jury Service Program applies to all of a Contractor's full-time California employees, even those not working specifically on the County project. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program.
- .2 There are two ways in which a Contractor might not be subject to the Jury Service Program. The first is if the Contractor does not fall within the Jury Service Program's definition of "Contractor." The Program defines "Contractor" to mean a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts.

The second is if the Contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to Contractors that have: 1) ten (10) or fewer employees; and, 2) annual gross revenues in the preceding 12 months which, if added to the annual amount of this contract is less than \$500,000; and, 3) is not an "affiliate or subsidiary of a business dominant in its field of operation." The second exception applies to Contractors that possess a collective bargaining agreement that expressly supersedes

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the provisions of the Jury Service Program. The Contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.

- .3 If a Contractor does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then the Contractor must so indicate in the Certification Form and Application for Exception, set forth in Appendix D, Exhibit D-16, and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Contractor's application, the County will determine, in its sole discretion, whether the Contractor falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

1.21.11 COUNTY POLICY ON DOING BUSINESS WITH SMALL BUSINESSES/LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

In evaluating proposals, the County will give preference to businesses that are certified by the County as a Local Small Business Enterprise (Local SBE), consistent with Chapter 2.204 of the Los Angeles County Code. A Certified Local SBE is a business: 1) Certified by the State of California as a small business enterprise; and 2) Having its principal office currently located in Los Angeles County for a period of at least the past twelve months; and 3) Certified by the Office of Affirmative Action Compliance as meeting the requirements set forth in 1 and 2 above. Certified Local SBEs must request the SBE Preference in their solicitation responses set forth in Appendix D, Exhibit D-7, "Community Business Enterprise Program" and may not request the preference unless the certification process has been completed and certification affirmed. County must verify local SBE certification prior to applying the preference. Sanctions and financial penalties may apply to a business that knowingly and with intent to defraud seeks to obtain or maintain certification as a certified SBE. Information about the State's Small Business Enterprise Certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Small Business Certification and Resources Website at:

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<http://www.pd.dgs.ca.gov/smbus/default>.

To apply for certification as a Local SBE, companies may register at the Office of Affirmative Action Compliance's website at:

<http://oaac.co.la.ca.us/SBEMain.shtml>

1.21.12 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS (45 C.F.R PART 76)

- .1 Pursuant to federal law, the County is prohibited from contracting with parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred or excluded from securing federally funded contracts. At the time of this proposal submission, Proposer must submit a certification, as set forth in Appendix D, Exhibit D-9, attesting that neither it, as an organization, nor any of its owners, officers, partners, directors, or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Should the proposal identify prospective subcontractors, or should Proposer intend to use subcontractors in the provision of services under any subsequent agreement, Proposer must submit a certification, completed by each subcontractor, attesting that neither the subcontractor, as an organization, nor any of its owners, officers, partners, directors, or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts.

Failure to provide the requirement certification may eliminate the proposal from consideration.

- .2 In the event that Proposer and/or its subcontractor(s) is, or are, unable to provide the required certification, Proposer instead shall provide a written explanation concerning its and/or its subcontractor's inability to provide the certification. Proposer's written explanation shall describe the specific circumstances concerning the inability to certify.

It further shall identify any owner, officer, partner, director, or other principal of the Proposer and/or subcontractor who is currently

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suspended, debarred, ineligible, or excluded from securing federally funded contracts. Finally, the written explanation shall provide that person's or those persons' job description(s) and function(s) as they relate to the agreement which is being solicited by this Request for Proposals.

The written explanation shall be examined by the County to determine, in its full discretion, whether further consideration of the proposal is appropriate under the federal law.

1.21.13 INJURY AND ILLNESS PREVENTION PROGRAM (IIPP)

Contractor shall be required to comply with the State of California's Cal OSHA regulations. Section 3203 of Title 8 in the California Code of Regulations requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses the hazards pertaining to the particular workplace covered by the program.

1.21.14 COUNTY'S QUALITY ASSURANCE PLAN

After contract award, the County or its agent will evaluate the Contractor's performance under the contract on a periodic basis. Agency deficiencies which the County determines are severe or continuing and that may jeopardize performance of the contract will be reported to the County's Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate the contract in whole or in part, or impose other penalties as specified in the contract.

1.21.15 RECYCLED PAPER

Proposer shall be required to comply with the County's policy on recycled paper as specified in Appendix A, Sample Contract, Sub-paragraph 8.40.

1.21.16 SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby.

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The fact sheet is set forth in, Appendix D, Exhibit D-26 of this solicitation document and, is also available on the internet at www.babysafela.org for printing.

1.21.17 CONFIDENTIALITY

The Contractor shall maintain the confidentiality of all records obtained from the County under this contract in accordance with all applicable federal, State or local laws, ordinances, regulations, and directives relating to confidentiality. The Contractor shall inform all of its officers, employees, agents, and subcontractors providing services hereunder of the confidentiality provisions of the contract. The Contractor shall cause each employee performing services covered by the contract to sign and adhere to the "Contractor Employee Acknowledgment and Confidentiality Agreement", Appendix D, Exhibit D-4.

By State law, including without limitation (W & I Code, Section 10850 et seq. and 17006), all of the case records and information pertaining to individuals receiving aid and confidential and no information related to any individual case or cases is to be in any way relayed to anyone except those employees of the Los Angeles County Department of Public Social Services or designated without written authorization from DPSS.

1.21.18 CONFLICT OF INTEREST

No County employee whose position in the County enables him/her to influence the selection of a Contractor for this RFP, or any competing RFP, nor any spouse of economic dependent of such employees, shall be employed in any capacity by a proposer or have any other direct or indirect financial interest in the selection of a Contractor. Proposer shall certify that he is aware of and has read Section 2.180.010 of the Los Angeles County Code, as stated in the IFB/RFP Grounds for Rejection, set forth in Appendix D - Required Forms, Exhibit D-3.

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2.0 PROPOSAL SUBMISSION REQUIREMENTS

2.1 COUNTY RESPONSIBILITY

The County is not responsible for representations made by any of its officers or employees prior to the execution of the contract, unless such understanding or representation is included in the contract.

2.2 TRUTH AND ACCURACY REPRESENTATIONS

False, misleading, incomplete, or deceptively unresponsive statements in connection with a proposal shall be sufficient cause for rejection of the proposal. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

2.3 RFP TIMETABLE

The timetable for this RFP is as follows:

DATE	
Release of RFP	November 23, 2004
Written Questions from Proposers Due by 6:00 p.m.	December 2, 2004
Mandatory Proposers' Conference, 9:00 a.m.	December 6, 2004
Applications for Living Wage Exemption Due	December 9, 2004
Deadline for Proposers to request Solicitation Requirement Review.	December 9, 2004
Proposals due by 5:00 p.m. (Pacific Time), firm. No exceptions will be permitted.	December 23, 2004

2.4 PROPOSAL WITHDRAWALS

All proposals shall be firm offers and may not be withdrawn for a period of one year following the last day to submit proposals. At its sole discretion, County may request an extension of this date.

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2.5 PROPOSERS' QUESTIONS

Proposers may submit written questions regarding this RFP by mail or fax. All questions must be received by **Thursday, December 2, 2004, 6:00 p.m.** All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFP. The addendum will be mailed to all Proposers that requested the RFP, in addition to being posted on the County of Los Angeles web site. To ensure receipt of any addendums, Proposers should include correct mailing address, fax number or e-mail address, whichever is appropriate. Questions should be addressed to:

Jose R. Perez, Director
Contract Management Section I
Department of Public Social Services
12900 Crossroads Parkway South, 2nd Floor
City of Industry, CA 91746
FAX (562) 908-0590

The outside of the envelope should be labeled:

"Questions: RFP for Case Management Services to NE/NS Speaking WtW Participants."

After the Proposers' Conference, no further questions (verbal or written) will be accepted and no verbal answers provided. All written questions submitted by the December 2, 2004 deadline for written questions and all verbal questions received at the Proposers' Conference will be responded to in writing and mailed to all firms/persons who requested the RFP.

2.6 PROPOSERS' CONFERENCE

A **Mandatory** Proposers' Conference will be held to discuss the RFP and Living Wage Requirements. County staff will respond to questions from potential Proposers. All potential Proposers **must** attend this meeting, scheduled as follows:

Date: December 6, 2004
Time: 9:00 AM to 12:00 pm
Site: Department of Public Works
900 S. Fremont Avenue
Alhambra, CA 91803

Failure to attend this Mandatory Conference will result in a failure to meet the Minimum Mandatory Requirements listed in RFP Section 1.6, hereinabove.

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2.7 PROPOSAL SUBMISSION

One original and 8 complete copies of the ***Business Proposal*** and one original and 8 complete copies of the ***Cost Proposal*** shall be enclosed in a sealed envelope or box, plainly marked in the upper left-hand corner with the name and address of the Proposer and bear the words, "GAIN CASE MANAGEMENT SERVICES FOR NE/NS SPEAKING WTW PARTICIPANTS, RFP CMD 04-03."

One Business Proposal and One Cost Proposal is required of each Proposer, whether bidding on one or all of the seven (7) Service Areas available under this RFP. Both the Business Proposal and the Cost Proposal must indicate which Service Area(s) is/are being bid on. The Cost Proposal must include one Required Bid Sheet indicating the selected Service Area(s) and bid amount(s) and separate Annual Budgets and Budget Narratives for each Service Area. See RFP Sections 2.9 (Business Proposal Format) and 2.10 (Cost Proposal Format) below for details on preparation of each.

It is the sole responsibility of the submitting Proposer to see that its proposal is received before the submission deadline of **Thursday, December 23, 2004, 5:00 p.m., PST**. Submitting Proposers shall bear all risks associated with delays in the U.S. Mail. Any proposals received after the scheduled closing time for receipt of proposals, as listed in **Section 2.3** above, will be returned to the sender unopened. Timely hand-delivered proposals will be accepted. **For the purpose of this RFP, facsimile (Fax) copies will not be accepted.**

The proposer(s), or designee(s), must mail or hand-deliver both the Business Proposal and Cost Proposal to:

**County of Los Angeles
Department of Public Social Services
12900 Crossroads Parkway South
City of Industry, California 91746
Attention: Jose R. Perez, Director
Contract Management Section I**

No late proposals will be accepted.

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2.8 PREPARATION OF THE PROPOSAL

In preparing the written proposal, the Proposer should do so in its own words and not copy the language in the RFP. The Proposer should ensure that the proposal responds completely and thoroughly to all requirements set forth in this RFP.

The objective of the proposal submission is for DPSS to ascertain the Proposer's ability to meet or exceed the required service level. In addition, specific information is requested from all Proposers to ensure that the proposals can be fairly compared and evaluated in a standard manner.

Only information that is contained in the written proposal will be evaluated.

The proposal must be typewritten on 8 1/2" x 11" white paper and it, as well as each copy, must be bound in a secure manner (e.g., filed in three-ring binders).

The one original proposal must be labeled as "Original" on the cover page. Copies must be labeled on the cover page as "Copy 1 of 8," "Copy 2 of 8," etc., as appropriate.

Proposers shall observe the requirements set forth in this Section 2.0, Proposal Submission Requirements, in the preparation of their proposal and shall agree to provide the County with any additional information necessary for an accurate determination of the prospective Contractor(s)' qualifications to perform the required services.

The response to this RFP must be made according to the specifications for content and sequence set forth in Section 2.9 and 2.10, herein below. Failure to adhere to these specifications may be cause for rejection of the proposal. No correction or re-submission shall be accepted after the proposal deadline. The County reserves the right to waive any informality in a submitted proposal. Everything constituting the Proposal and all documents submitted by the successful firm in connection with the contract shall be written in the English language, and all numerical data furnished herein shall use the foot, pound, second system of units of measurement.

2.9 BUSINESS PROPOSAL FORMAT

IMPORTANT: Proposals must be submitted in the format described below, both as to sequence and content. Failure to comply with these provisions may, at the sole discretion of the Director, DPSS, result in disqualification of the proposal.

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2.9.1 COVER PAGE

The cover may be hard or soft and shall, at a minimum, identify the document as a proposal stating the exact name of the RFP, RFP Number, proposal submission date, and the Proposer's name. It must also identify the proposal as "Original," or "Copy x of 8," as appropriate.

2.9.2 TRANSMITTAL LETTER

The Transmittal Letter must be a one (1) page letter on the Proposer's stationery, transmitting the proposal. The transmittal letter must include the firm name, address, telephone and facsimile numbers of the person(s) to be used for contact, and the name of the person(s) authorized to make representations for the firm. The transmittal letter must bear the signature of the person authorized to sign on behalf of the Proposer and to bind the applicant in a contract. The letter shall indicate whether or not the Proposer intends to perform the contract as a single Proposer. The letter must contain a statement that the Proposer will bear sole and complete responsibility for all work as defined in RFP Appendix B, Statement of Work. The transmittal letter should also state that the proposal will remain in effect for one year from the due date of proposal submission.

2.9.3 TABLE OF CONTENTS

The Table of Contents must be a comprehensive listing of material included in the proposal, identified by sequential page numbers and section reference numbers.

2.9.4 EXECUTIVE SUMMARY (PROPOSAL SECTION 1)

Section 1, the Executive Summary, shall condense and highlight the contents of the Proposer's Business Proposal to indicate which Service Area(s) the Proposer is bidding on and provide DPSS with a broad understanding of the Proposer's approach, qualifications, experience, and staffing. The Proposer should place special emphasis on how its proposed scope of work and approach will meet or exceed the primary objectives of this RFP. Information contained in the Executive Summary must also be included in the body of the proposal.

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2.9.5 PROPOSER'S QUALIFICATIONS (PROPOSAL SECTION 2)

Section 2, Proposer's Qualifications, must show that the Proposer meets the minimum mandatory requirements outlined in RFP Section 1, Subsection 1.6, Minimum Mandatory Requirements. The Proposer must provide a summary of relevant background information to ensure that it has the capacity to perform required services and sufficient experience as a corporation or other entity. For this RFP, the following specifics **must** be included in your Proposal Section 2, unless otherwise noted:

.1 Proposer's Experience and Background (Proposal Section 2.1)

1. State the number of years of experience the Proposer has had in providing the required or substantially similar services. Proposer must explain how reported experience is substantially similar to the service requested in this RFP. At minimum, "substantially similar" relates to case management services to a non-English/non-Spanish speaking population. (Proposal Section 2.1.1)
2. Provide an explanation of required or substantially similar experience of **principal individuals** (executive management) in the Proposer's organization. This experience must apply solely to the **principal individuals** and not for the firm making this proposal. (Proposal Section 2.1.2)
3. State the type of entity, such as corporation, partnership, individual, non-profit organization, agency, or combination thereof, and provide a listing of all principals and/or owners. (Proposal Section 2.1.3)
4. Provide proof of or application for authority to conduct business in the State of California. (Proposal Section 2.1.4)
5. Indicate the length of time in business under the current business name and prior business names. If a corporation, provide date of incorporation. (Proposal Section 2.1.5)
6. Provide the number of employees within the organization. (Proposal Section 2.1.6)
7. State whether a health plan is available to employees. (Proposal Section 2.1.7)

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8. State the nature of licenses held by the Proposer (i.e., accreditation, licensor, joint venture, etc). (Proposal Section 2.1.8)
9. Provide details regarding any controlling interest in any other organization, or being owned or controlled by any person or organization. (Proposal Section 2.1.9)
10. Provide the names of persons with whom the Proposer has been associated in business as partners or business associates in each of the last five (5) years. (Proposal Section 2.1.10)
11. Provide the business office location within Los Angeles County that will have a responsible person to maintain all administrative records related to the Proposed Contract and financial reports that are required herein. Also provide the location(s) of the office(s) located within each Service Area being bid on, where NE/NS WtW case management records and reports, and administrative records related to NE/NS WtW services are to be maintained. The location of the offices must meet the requirements outlined in Section 1, Subsection 1.6, Minimum Mandatory Requirements. (Proposal Section 2.1.11)
12. Complete Appendix D-13, "Acknowledgement and Statement of Compliance." Proposer is to state compliance with this Minimum Mandatory requirement related to compliance with the County's Living Wage Ordinance, Contractor Non-Responsibility and Contractor Debarment Ordinance, and reporting of any Labor Law/Payroll Violations in which a Vendor is named, and/or been determined to have committed a labor law/payroll violation. Vendor must include a brief statement of compliance, summarize the contents of Appendices D-13, D-14, and D-15, as appropriate, and reference the actual forms, to be included in Proposal Section 10. (Proposal Section 2.1.12)

.2 Proposer's Performance History (Proposal Section 2.2)

The Proposer must include the following:

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1. Prospective Contractor References

Proposer must provide a minimum of three (3) references where the required or substantially similar scope of services was provided. It is the proposer's sole responsibility to ensure that the reference firm's name and point of contact's name, title, and phone number for each reference is accurate. Proposers must complete the form, Prospective Contractor References Format, Appendix D, Exhibit D-10. Proposer need not repeat this information in Proposal Section 2.2.1, but rather state compliance and refer to Appendix D-10 in Proposal Section 10. If three (3) references are not available, Proposer shall explain why they are not available. (Proposal Section 2.2.1)

2. Contracts Terminated

Proposer must provide a list of all contracts terminated within the last five (5) years with a reason for termination. Proposer must complete the list, in a format similar to Prospective Contractor List of Contracts Format, Appendix D-11. Proposer need not repeat this information in Proposal Section 2.2.2, but rather state compliance and refer to Appendix D-11 in Proposal Section 10. (Proposal Section 2.2.2)

3. Prospective Contractor List of Contracts

Proposer must provide a list of all contracts for which the Proposer has provided the required or substantially similar services within the last five (5) years, specifically noting which are with public agencies. Proposer must complete the list, in a format similar to Prospective Contractor List of Contracts Format, Appendix D-11. Proposer need not repeat this information in Proposal Section 2.2.3, but rather state compliance and refer to Appendix D-11 in Proposal Section 10. (Proposal Section 2.2.3)

4. Failure or Refusal to Complete a Contract

Proposer must provide details of any failure or refusal to complete a contract. (Proposal Section 2.2.4)

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5. Pending Litigation

Describe any pending litigation involving the Proposer, or any principal officers thereof, in connection with any contracts. (Proposal Section 2.2.5)

.3 Proposer's Financial Capability (Proposal Section 2.3)

Proposer must provide adequate documentation on the financial status of the firm to ensure that the firm will continue in business through the period of the contract and can finance the cost of adequate personnel and support requirements. This includes, but is not limited to, the following:

1. Copies of the company's current and prior two (2) fiscal years (for example 2003, 2002 and 2001) financial statements. Statements should include the company's assets, liabilities and net worth. At a minimum and to the extent possible, include the Balance Sheet (Statement of Financial Positions), Income Statement (Statement of Operations), and the Retained Earnings Statement. If audited statements are available, these should be submitted to meet this requirement. Do not submit Income Tax Returns to meet these requirements. Financial statements will be kept confidential if so stamped on each page. Failure to meet this requirement will, at minimum, result in minimal evaluation points, and may, at County discretion, result in determination of non-responsiveness. (Proposal Section 2.3.1)
2. List any potential commitments that may impact assets, lines of credit, guarantor letters, etc., and that may affect the Proposer's ability to perform the contract. (Proposal Section 2.3.2)

.4 Willingness to Provide Other Information (Proposal Section 2.4)

Proposer must provide a statement as to its willingness to provide the County with any other information the County determines is necessary for an accurate determination of the prospective proposer's qualifications to perform services.

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2.9.6 PROPOSER'S METHODOLOGY (PROPOSAL SECTION 3)

Section 3, Methodology, must present a description of the methodology the Proposer will use to meet the contract work requirements. This plan should include, but not be limited to, the following sections.

If submitting a proposal for more than one Service Area, specify the Areas to be served and address in a separate paragraph within each Proposal Section and/or sub-section, how each Area's specific needs will be addressed.

.1 Approach to the Statement of Work (Proposal Section 3.1)

The Proposer shall describe its proposed plan for the provision of NE/NS WtW case management services. Describe your (Proposer's) understanding of the scope of services and how the operational goals included in Appendix B (Statement of Work) will be met. In addition, explain how the Performance Standards included in the Performance Requirements Summary (PRS), Appendix C, Exhibit C-1, will be met. Specifically, Proposer shall, at a minimum, explain their understanding of the following and its general plan of approach in addressing the County's needs:

- The proposed plan for operating the Welfare-to-Work flow. (See Appendix B, Section 2.0.)
- The proposed plan for administering resources to overcome barriers to employment. (See Appendix B, Section 3.0)
- The proposed plan for meeting general administrative tasks associated with operating the NE/NS WtW Program. (See Appendix B, Section 5.0.)

.2 Plan to Serve NE/NS Population (Proposal Section 3.2)

The Proposer shall describe how it plans to provide linguistically and culturally sensitive GAIN services to NE/NS participants, as well as address the community concerns related to this population. The plan must be mindful of Civil Rights requirements, as well as the specific employment services, specialized supportive services, and ancillary services related to the NE/NS WtW Population, and specifically, of the

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population in the Service Area(s) you (the Proposer) are bidding on in your proposal.

.3 Plan to Meet Program Outcomes and Performance Standards (Proposal Section 3.3)

Provide specific methods and strategies in maximizing job placements, assisting participants in overcoming barriers to employment, providing quality case management and overall promoting self-sufficiency. At minimum, Proposer should explain how it would meet the Program Outcome Measures and Performance Standards. (See Appendix B, Section 4.0.)

.4 Plan for Working Within the Community in Meeting the Needs of the NE/NS WtW Population (Proposal Section 3.4)

The Proposer shall describe how it will outreach and link with community agencies to provide NE/NS WtW services. (See Appendix B, Statement of Work, Section 5.1 through 5.3.)

.5 Customer Service Plan (Proposal Section 3.5)

The Proposer shall describe its plan for addressing customer concerns and complaints regarding its provision of services and the performance of its employees. (See Appendix B, Section 5.8.)

.6 Confidentiality (Proposal Section 3.6)

The Proposer shall describe its plan for maintaining the confidentiality of welfare case record information that will be revealed during the course of providing the required services. (See Appendix B, Section 5.12.)

.7 Maintenance and Accessibility of Case Records (Proposal Section 3.7)

The Proposer shall describe how it will maintain and make accessible case records of individual activity, financial activity, and contract monitoring. (See Appendix B, Section 5.4.)

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.8 Facilities/Equipment (Proposal Section 3.8)

The Proposer shall provide details on plans to provide facilities to provide services that are accessible to NE/NS communities, compliant with the Americans with Disabilities Act, and conducive to WtW service. The Proposer shall provide a comprehensive list of equipment currently owned that will be used in the performance of the contract. The Proposer shall explain how it will safeguard County-provided equipment and follow guidelines regarding the movement of County equipment. The Proposer shall explain its plan in accommodating requests to collocate County staff and/or other County partners. (See Appendix B, Section 6.2.2.)

.9 Contractor's Transition Plans (Proposal Section 3.9)

The Proposer must provide two comprehensive transition plans. The first plan must explain the Proposer's specific start-up plans, including but not limited to, plans for assumption of services from the County, or another contractor, to ensure high quality services effective with the first day of operation. The start-plan should be specific to each Service Area for which a bid is submitted and include, but not be limited to, facility acquisition, staff recruitment and training. (See Appendix B, Section 5.15.)

The second plan must explain how services will be transitioned back to the County or another contractor at termination of the contract.

2.9.7 PROPOSER'S STAFFING PLAN (PROPOSAL SECTION 4)

The Proposer must provide a detailed staffing plan that will ensure full compliance with the Contract's requirements and the Proposers stated methodology of providing WtW services. The plan must be supported by and consistent with the Proposer's Budgeted costs.

.1 Qualifications of Staff (Proposal Section 4.1)

1. The Proposer must identify and provide a resume for the **Primary Contract Manager** who will be responsible for staffing and monitoring of this Contract. The Contract Manager will act as a liaison with DPSS and will be responsible for the overall

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management and coordination of this Contract. This and all resumes noted below will include, at minimum, the following:

- a. The current position and years with the firm.
- b. The academic background, covering all education at the high school level and above, including the name of the institution(s) and dates of attendance.
- c. The experience background, including the number of years experience, position titles, and functions, while gaining experience in the provision of services to be delivered under the contract.
- d. The current business licenses, certifications or permits of personnel who will manage the Case Management Operations.
- e. Three (3) relevant client references, including the contact person's name and current telephone and facsimile numbers.

The Contract Manager must meet the minimum mandatory requirements outlined in Section 1, Subsection 1.6, Minimum Mandatory Requirements. If the Contract Manager is not yet hired, the proposer must include with its proposal the complete job specifications for this position, including but not limited to the required number of years experience in the area of case management services. (Proposal Section 4.1.1)

2. Similarly, the Proposer is to provide a resume for the required **Back-Up Contract Manager** who will assume the Primary Contract Manager's responsibilities in the absence of the Primary. Include resumes with, at minimum, the criteria listed in this RFP Section 2.9.7.1, 1a through 1e, above. If not yet hired, the Proposer must include with its proposal the complete job specifications for this position, including but not limited the required number of years experience in the area of case management services. (Proposal Section 4.1.2)

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3. Proposer's Management Staff Qualifications

The Proposer must include a complete list of all personnel who will be assigned in a management capacity on any part of this project, how each will be utilized in the management/delivery of the required services. Include resumes with, at minimum, the criteria listed in RFP Section 2.9.7.1 above. (Proposal Section 4.1.3)

4. Proposer's Non-Management Staff Qualifications

The Proposer must include a complete list of all staff (by job classification/functional title), explain how the staff will be utilized to provide NE/NS case management services. If staff has been identified to potentially provide services under this Proposal, provide resumes of a *representative sample* of the type of case management staff being proposed. The resumes shall include:

- a. A description of current responsibilities with the Proposer, including all relevant experience.
- b. The specific length of time with the Proposer (include month and year hired).
- c. Background/prior experience (include dates of employment).
- d. Education.

If no non-management staff is assigned to provide services under this Proposal, provide detailed job specifications for all positions. These positions include case managers, case manager supervisors, clerical support, other required positions (see Appendix B, Section 6.2.1.D), and any other administrative support personnel. (Proposal Section 4.1.4)

.2 Organizational Structure in Providing Services (Proposal Section 4.2)

The Proposer must explain the organizational structure proposed in the Proposer's plan. This structure should include narrative explaining how it arrived at the structure, including what ratios were

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used in determining the number of supervisors to case managers, clerical support to line operation staff, admin support to line operation staff, and any other applicable staffing ratios. Proposers are to include the caseload yardstick used to determine how many case managers were justified based on the estimated caseload provided in this RFP (Appendix C, Technical Exhibit C-3).

For staffing purposes, DPSS assumes a caseload yardstick of 115 cases per case manager. Proposer's may determine their own yardstick in their proposed staffing plan, but the proposed yardstick cannot exceed 130 cases per case manager. Additionally, the Proposer must justify the deviation in their staffing plan, and explain how quality of services will not be affected with higher caseloads. The Proposer must explain operational efficiencies that it would introduce to ensure quality services. Failure to satisfactorily explain this will result in a lowered evaluation score on this category.

Appendix B, Statement of Work, Section 6.2.1.D lists required positions, which include case managers whose caseloads are not contingent on yardsticks (i.e., Specialized Supportive Services Coordinator, and Job Developer). The Proposer need not include these required positions in their estimates of case managers needed based on caseload projections provided.

.3 Bilingual, Culturally Sensitive Staff (Proposal Section 4.3)

The Proposer shall describe its plan to provide competent bilingual, culturally sensitive staff and how it will communicate with and conduct case management services for non-English/non-Spanish speaking participants. The Proposer must include the process through which it will recruit qualified bilingual staff, and a description of how it will certify bilingual speakers.

.4 Training of New Staff and Ongoing Training for Existing Staff (Proposal Section 4.4)

The Proposer shall describe how it will ensure training of new staff and provide ongoing staff training for: cultural sensitivity; compliance with Title VI of the Civil Rights Act provisions describing effective meaningful, non-discriminatory services to NE/NS GAIN participants;

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provision of CalWORKs Supportive Services; Child Abuse; Elder Abuse; and overall GAIN program contract provisions.

.5 Work Stoppage (Proposal Section 4.5)

The Proposer shall describe its plan for providing qualified trained personnel in the event the Contractor incurs a work stoppage.

2.9.8 PROPOSER'S QUALITY CONTROL PLAN (PROPOSAL SECTION 5)

Section 5, Quality Control Plan, shall present a comprehensive quality control plan to be utilized by the Proposer(s) to ensure the required services are provided as specified. The plan shall include an identified monitoring system covering all the services listed in Appendix B, Statement of Work, and the RFP's Performance Requirements Summary (Appendix C, Statement of Work Technical Exhibits, Exhibit C-1) and methods for identifying and preventing deficiencies in the quality of services. Specifically, the following factors must be included in the plan:

1. Activities to be monitored to ensure compliance with all contract requirements.
2. Monitoring methods to be used.
3. Frequency of monitoring.
4. Samples of forms to be used in monitoring.
5. Title/level and qualifications of personnel performing monitoring functions.
6. Plan to file of all monitoring results, including any corrective action taken.

2.9.9 ACCEPTANCE/EXCEPTION TO TERMS AND CONDITIONS IN THE SAMPLE CONTRACT (PROPOSAL SECTION 6)

Section 6, Acceptance/Exception to Terms and Conditions, must include a statement offering the Proposer's acceptance of all Terms and Conditions listed in Appendix A, Sample Contract, of this RFP. Any and all exceptions to the Sample Contract must be set forth in detail in this section, together with reasons, proposed alternative language, and impact, if any, to the Proposer's price. The County relies on this procedure.

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Proposers shall include a statement specifically committing to accept and abide by the contract provisions related to Indemnification and Insurance (Appendix A, Sample Contract, Sections 8.24, 8.25 and 8.26).

Any Proposer who fails to make timely exceptions as required, at the County's sole discretion, may be barred from later making such exceptions. The County may deduct rating points from any proposal that takes exception to a contract clause. Proposers are further warned that the County may, at its sole determination, disqualify any Proposer with whom the County cannot satisfactorily negotiate a contract.

2.9.10 SUBCONTRACTORS OR PARTNERS (PROPOSAL SECTION 7)

Section 7 If this is not a single Proposer proposal, the transmittal letter shall clearly indicate the other company(ies)/agency(ies) involved and the nature of its role. All applicable information for each company beyond the Prime, as outlined in Subsection 2.9.5.1, (Proposer's Experience and Background) and 2.9.5.2 (Proposer's Performance History), herein, must be submitted in Section 7.

A statement from all partners/subcontractors indicating their willingness to work with the *Prime* Contractor and the intent to sign a formal agreement between/among the parties must be submitted over the signature of the person authorized to bind the subcontracting organization. All Partnering/Subcontracting Agreements will be required for County review and the official record after award of the Contract, if any. The role that the partner/subcontractor will play in NE/NS WtW Case Management Services must be outlined in this section.

2.9.11 LIVING WAGE COMPLIANCE (PROPOSAL SECTION 8)

Section 8, Living Wage Compliance, shall include Proposer's compliance with the Living Wage Ordinance (LWO) and provision of the following:

1. A copy of staffing plan that is comprised of full-time employees, unless the Proposer can demonstrate to the County the necessity of part-time staff. If a staffing plan contains part-time employees, proposer shall submit written justification for use of part-time staff. (Appendix D, Exhibit D-17)

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2. A reference listing of previous contracts of this project type. (Refer to 2.9.5.)
3. A copy of the Living Wage Declaration Form that the Contractor will be paying its employees the Living Wage hourly rates. (Appendix D, Exhibit D-15)
4. A copy of the health plan benefits provided for the employees, if applicable. Indicate the dollar value of the health plan on an hourly basis.
5. The following documentation submitted with the LWO Application for Exemption to determine eligibility for the following exemptions, if applicable. (Appendix D, Exhibit D-14)
 - a. Non-Profit status. A copy of the IRS determination letter designating your firm as non-profit under IRS Code 501(c) (3).
 - b. Small Business status. Signed copies of income tax returns for the past two years.
 - c. \$25,000 aggregate status. A copy of all County contracts with any County department.
 - d. Collective Bargaining Agreement (CBA) status. A copy of your bona fide CBA that expressly provides that it supercedes all of the provisions of the Living Wage Program, or (if not all) those specific provisions that are superseded.
6. A copy of Appendix D, Exhibit D-13, Acknowledgement of Compliance form, affirming no allegations by a public entity of bidder/proposer false claims; or, specific information about all allegations of false claims.
 - a. There has been no past federal, State or local labor or payroll violations or negative labor compliance findings made by such entities within the past three (3) years. (If the Proposer has any past labor or payroll violations or negative findings in the past three (3) years, then the Proposer must include a list of all such violations or findings, including the date, nature and disposition of each violation or finding, the contact person of each reported entity and the owner and name of the project related to each violation or finding).

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- b. The Proposer has not been subject to debarment by any public entity within the past ten (10) years. (If the Proposer has been debarred by any public entity during the past ten (10) years, then the Proposer must attach a list of all such debarments, including the date, nature and disposition of each debarment, the contact person of each reported entity, and the owner and name of the project related to each debarment).

2.9.12 ADDITIONAL DATA (PROPOSAL SECTION 9)

Section 9, Additional Data, must be entitled "Additional Data" and will contain material and data not specifically requested for evaluation, but which the Proposer(s) wishes to submit. This may include the following items:

1. Standard sales brochure and promotional material with minimal technical content.
2. Pictorial material of the type used as space fillers.
3. General narrative of non-specific nature.
4. Additional services the Proposer(s) may wish to provide.

2.9.13 REQUIRED FORMS (PROPOSAL SECTION 10)

Section 10, Required Forms, must be entitled "Required Certifications/Forms" and contain the following forms, signed/dated where applicable. All forms are in RFP Appendix D.

1. Invitation For Bid/ Request For Proposals/Grounds For Rejection (Appendix D, Exhibit D-3)
2. Contractor Employee Acknowledgment and Confidentiality Agreement (Appendix D, Exhibit D-4)
3. Bidder's/Offeror's EEO Certification (Appendix D, Exhibit D-5)
4. Bidder's/Offeror's Nondiscrimination In Services Certification (Appendix D, Exhibit D-6)
5. Community Business Enterprises (CBE) Program (Appendix D, Exhibit D-7)
6. Familiarity of the County Lobbyist Ordinance Certification (Appendix D, Exhibit D-8).
7. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tiered Covered Transactions (45 C. F.R.

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Part 76) (Appendix D, Exhibit D-9)

8. Prospective Contractor's References Format (Appendix D, Exhibit D-10)
9. Prospective Contractor List of Contracts Format (Appendix D, Exhibit D-11)
10. Attestation of Willingness to Consider GAIN/GROW Participants (Appendix D, Exhibit D-12)
11. Living Wage Program - Acknowledgment and Statement of Compliance (Appendix D, Exhibit D-13)
12. Living Wage Program - Application for Exemption, if applicable. (Appendix D, Exhibit D-14)
13. Living Wage Program - Contractor Living Wage Declaration (Appendix D, Exhibit D-15)
14. County of Los Angeles Contractor Employee Jury Service Program - Application for Exception and Certification Form (Appendix D, Exhibit D-16)
15. Model Contractor Staffing Plan (Appendix D, Exhibit D-17)

2.9.15 LAST PAGE OF PROPOSAL (PROPOSAL SECTION 11)

The last page of the proposal must list names of all joint ventures, partners, subcontractors, or others having any right or interest in the contract or the proceeds thereof. The page must include the signature of the person authorized to bind the applicant in a contract, as shown on the following page.

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Respectfully submitted,

(Firm or Corporate Name)

By_____

By_____

By_____

By_____

Date_____

Address_____

City_____

Telephone_____

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2.10 COST PROPOSAL FORMAT

IMPORTANT: Proposals must be submitted in the format described below, both as to sequence and content. Failure to comply with these provisions may, at the sole discretion of the Director of DPSS, result in disqualification of the proposal.

The Cost Proposal must contain cost detail and demonstrate that the proposed cost is realistically based on reasonable costs specific to the contract. Therefore, the Proposer should strive to meet these objectives. Although the County has as its primary objective the successful placement of NE/NS WtW participants into unsubsidized, sustained employment with the ultimate goal of self-sufficiency, it is also an objective to engage in cost-effective endeavors to achieve potential savings.

Bid prices must be firm and fixed for the term of the Contract.

Proposers shall use the format found in Appendix D, Exhibit D-1, Required Bid Sheet, Budget Sheets, Budget Narrative, and Employee Benefits Sheet. Proposer shall submit one Required Bid Sheet and a separate Annual Budget and Budget Narrative for each Service Area bid on. Proposer shall also submit the Employee Benefits Sheet.

The Contractor will be compensated a flat monthly fee equal to 1/12th of the Annual Budget Amount for each Service Area bid on.

If the proposer is not bidding on one or more of the Service Areas, the proposer shall annotate "NA" in the third column of the Required Bid Sheet the service area(s) for which the proposer is not submitting a bid. **No bids will be accepted for a partial Service Area.**

2.10.1 COVER PAGE

The cover may be hard or soft and shall, at a minimum, identify the document as a proposal stating the exact name of the RFP, RFP Number, proposal submission date, and the Proposer's name. It must also be labeled as "Original" on the cover page. Copies must be labeled on the cover page as "Copy 1 of 8," "Copy 2 of 8," etc., as appropriate.

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2.10.2 BID AND BUDGET SHEETS (COST PROPOSAL SECTION 1)

The Required Bid Sheet and Annual Budget(s) can be found in Appendix D, Exhibit D-1. Proposers must include separate Budget Sheets for each Service Area for which the Proposer is submitting a bid.

2.10.3 BUDGET NARRATIVE SHEET (COST PROPOSAL SECTION 2)

The Required Line Item Budget Narrative sheet can be found in Appendix D, Exhibit D-1. All proposals must have a narrative attached to each budget sheet, providing a thorough and clear explanation of all projected line item budget costs. The narrative must follow the same sequence as the line item budgets, and include an explanation of the method of allocating costs for any joint or shared budget item. This includes, but is not limited to, an explanation of what staffing ratios were used in determining the number of Full-Time Equivalents (FTEs) the Proposer believes would be best in providing this RFP's services. The budgets and budget narrative will be made a part of the contract with the selected Vendor.

2.10.4 EMPLOYEE BENEFITS SHEET (COST PROPOSAL SECTION 3)

The Employee Benefits sheet can be found in Appendix D, Exhibit D-1. An Employee Benefits sheet must be completed and submitted in this section of the Cost Proposal.

2.10.5 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION (COST PROPOSAL SECTION 4)

The Certification of Independent Price Determination sheet can be found in Appendix D, Exhibit D-2. The Certification of Independent Price Determination sheet must be completed and submitted in this section of the Cost Proposal.

2.10.6 COUNTY CONTRACT ADMINISTRATION AND MONITORING COSTS

For each Service Area of this RFP, the County will add to the bidder's cost proposal its costs for administering and monitoring the contract, over the contract period, to determine cost effectiveness (the total cost savings for the County in contracting out) of the bidder's proposal.

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3.0 SELECTION PROCESS AND EVALUATION CRITERIA

3.1 SELECTION PROCESS

The County reserves the sole right to judge the contents of the proposals submitted pursuant to this RFP and to review, evaluate, and select the successful proposal(s). The selection process will begin with receipt of the proposal by **5:00 p.m., PST, December 23, 2004.**

The County may utilize the services of appropriate personnel to assist in the evaluation of proposals. The Evaluation Panel will evaluate the proposals and will use the evaluation approach described herein to select a Vendor. The Evaluation Panel will notify DPSS of the results of the evaluation of the proposals.

DPSS shall evaluate and rank all proposals by Service Area bid upon. Eligible bidders may submit a proposal for as many service areas as they wish; however, the County will reserve the right to limit the number of contract recommendations to a provider in an effort to ensure the needs of the County are met.

After a prospective Contractor(s) has/have been selected for recommendation to the Board of Supervisors, the County and the prospective Contractor(s) will negotiate a contract for submission to the Board of Supervisors for its consideration and possible approval. If a satisfactory contract(s) cannot be negotiated, the County may, at its sole discretion, begin contract negotiations with the next qualified Proposer who submitted a proposal as determined by County.

The recommendation to award a contract will not bind the Board of Supervisors to award a contract to the Vendor.

3.2 ADHERENCE TO MINIMUM REQUIREMENTS (PASS/FAIL)

A proposal must adhere to the minimum requirements outlined in Sub-Section 1.6, Minimum Mandatory Requirements. Failure of the proposer to comply with or meet the minimum requirements will eliminate its proposal from any further consideration. The County may elect to waive any informality in a proposal if the sum and substance of the proposal is present.

As noted in RFP Section 1.6, Minimum Requirements, in order for the proposal to be further evaluated, the proposal cost must be less than the County cost.

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Failure to meet this cost effectiveness test will eliminate the proposal from any further evaluation.

3.3 ADHERENCE TO FORMAT (PASS/FAIL)

A proposal must adhere to the specific format outlined in Section 2.0, Proposal Submission Requirements, above. Each section must be specifically labeled and in the same order as specified in Section 2.0, Subsection 2.9 and 2.10. Failure of the Proposer to adhere to this format may eliminate the proposal from any further consideration, as determined in County's sole judgment. The County may elect to waive an immaterial variance in a submitted proposal if the sum and substance of the proposal is present, as determined in County's sole judgment.

All proposals that meet the Minimum Requirements and Proposal Submission Requirements, pursuant to RFP Sections 3.2 and 3.3, will be evaluated pursuant to RFP Sections 3.5 and 3.6 below for Business Proposal and Cost Proposal.

3.4 DISQUALIFICATION REVIEW

A proposal may be disqualified from consideration because the County determined it was a non-responsive proposal at any time during the evaluation process. If the County determines that a proposal is disqualified due to non-responsiveness, the County shall notify the Proposer in writing.

Upon receipt of the written determination of non-responsiveness, the Proposer may submit a written request for a Disqualification Review by the date specified. Requests for a Disqualification Review not timely submitted will be denied. See RFP Section 1.12, Protest Process.

3.5 BUSINESS PROPOSAL AND EVALUATION CRITERIA (70%)

All Business Proposals that successfully passed the tests described in RFP Sections 3.2 and 3.3 above will be evaluated based on the criteria listed below. All proposals will receive a composite score and be ranked in numerical sequence from high to low. A separate such ranking will be done for each Service Area. The Evaluation Panel may utilize the services of appropriate experts to assist in this evaluation. The Evaluation Panel may also, at its option, request additional clarifications from proposers and/or invite proposers being evaluated to make a verbal presentation to the Evaluation Panel and/or conduct on-site visits to proposer's existing operations, if appropriate

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3.5.1 Proposer's Qualifications (25%)

.1 Background and Experience

Evaluation of the proposer's experience and capacity as a corporation or other entity to perform the required services based on information provided by the Proposer in Proposal Section 2.1.

.2 Performance History Analysis

Proposer will be evaluated on the verification of references provided by the Proposer in Proposal Section 2.2. In addition to the references provided, a review will include the County's Contract Database reflecting past performance history on County contracts.

.3 Financial Capability

Evaluation of the proposer's financial capability based on information provided in Proposal Section 2.3.

3.5.2 Proposer's Methodology (25%)

The Proposer will be evaluated on its description of the methodology to be used to meet the County's requirements based on information provided by the Proposer in Proposal Section 3.

3.5.3 Proposer's Staffing Plan (15%)

Evaluation of the Proposer's staffing plan based on information provided by the Proposer in Proposal Section 4.

3.5.4 Quality Control Plan (5%)

Evaluation of the Proposer's quality control plan based on the information provided in Proposal Section 5.

3.5.5 Acceptance/Exceptions to Terms and Conditions of the Sample Contract

The Proposer will be evaluated on its willingness to accept Terms and Conditions outlined in the Sample Contract, Appendix A, as stated in Proposal Section 6. All exceptions, if any, to the Terms and Conditions

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will be evaluated together with reasons, proposed alternative language, and impact, if any, on the Proposer's price.

The County may deduct 50-100 rating points from any proposal that takes exception to a contract clause. Proposers are further notified that the County may, in its sole determination, disqualify any proposer with whom the County cannot satisfactorily negotiate a contract.

3.6 COST PROPOSAL AND EVALUATION CRITERIA (30%)

Those Cost Proposals that have been determined cost effective under RFP Section 3.2, Adherence to Minimum Requirements (Pass/Fail), will be evaluated and compared to the lowest cost proposal for each Service Area and points will be awarded accordingly. However, should one or more of the Proposers request and be granted Local Small Business Enterprise (SBE) Preference, the cost component points will be determined as follows:

Five percent (5%) of the lowest cost proposed in each Service Area will be calculated. This amount shall not exceed \$50,000. The amount will be deducted from the cost submitted by all Local SBE Proposers who requested and were granted the Local SBE Preference.

Note: For purposes of determining cost-effectiveness, the Local SBE Preference would not be included. However, the Preference will be included for evaluation purposes.

Points for price proposals will be awarded using the following formula for each Service Area:

$$\text{Price Score} = \frac{\text{Lowest Cost Proposal Per Service Area}}{\text{Total Price of Evaluated Proposal Per Service Area}} \times \text{Maximum \# of Price Points}$$

(* Proposer's Annual Budget Cost per Service Area, as provided in Appendix D-1, Required Bid and Budget Sheets)

3.7 LABOR LAW/PAYROLL VIOLATIONS (LIVING WAGE SOLICITATIONS)

Applying established criteria, the County may deduct 1 to 20 percent of the maximum number to overall available evaluation points for labor law/payroll violations, with substantially increased deductions for a Proposer's failure to disclose reportable violations (See Appendix D, Exhibit D-18, "Guidelines for

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Assessment of Proposer Labor Law/Payroll Violations”), “Pending Claims” (i.e., claims that do not have a final disposition) will not result in point deductions; however, such claims may be reported to the Board of Supervisors before a contract is awarded.

3.7.1 Evaluation of Labor Law and Payroll Violations

In order to promote uniformity in the evaluation and assessment of the severity and extent of such violations, a Labor Law/Payroll Violations Assessment Team (Assessment Team) has been established. The three-member Assessment Team will consist of one (1) representative each from the County’s Chief Administrative Office, Auditor-Controller’s Office and Internal Services Department. The County Counsel will serve as the legal advisor to this Assessment Team. Four (4) general categories have been established for the severity of violations and established criteria to evaluate the extent of such violations and to assess a point deduction. Point deductions will range from 1% to 20% of the **total proposal evaluation points** available with the potential for substantially larger deductions for undisclosed violations. Deductions are within a standardized percentage range for each category and are determined by the Assessment Team after the Evaluation Committee has completed its formal proposal evaluation process, exclusive of assessing violations.

3.7.2 “Pending claims” (i.e., claims that do not have a final disposition) will not result in point deductions; however, such claims may be reported to the Board of Supervisors before a contract is awarded.

3.8 PROTEST RIGHTS

The County will consider any protest submitted in compliance with the Protest Process detailed in Section 1.12 of this RFP. Protests should be submitted in writing to: **Jose R. Perez, Director, Contract Management Section I, Department of Public Social Services, 12900 Crossroads Parkway South, City of Industry, California 91746-3411**. The County will notify the protesting party of the decision in writing, as specified in RFP Section 1.12.

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3.9 FORMAL BOARD APPROVAL FOR CONTRACT

Acceptance or recommendation of a proposal does not constitute formation of a contract. A contract can be created only by formal approval by the Board of Supervisors and execution according to law.

Award of any contract will be made pursuant to *Section 44.7* of the Los Angeles County Charter as implemented by *Los Angeles County Code 2.121, et seq.*, pursuant to which the County is permitted to contract with private businesses to perform services when it is more economical to do so; and the Contractor has submitted a proposal to the County for such services based upon competitive negotiation under Los Angeles County Code 2.121.330; and the Contractor is selected for recommendation to the Board of Supervisors for award of the contract.

3.10 BOARD OF SUPERVISORS AWARD OF CONTRACT

The Director of DPSS may recommend one or more Vendors for a contract to the Board of Supervisors. The Board of Supervisors may choose to award, or not to award, a contract to any Vendor(s) submitting proposals under this RFP.

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APPENDIX A

SAMPLE CONTRACT - NO EXHIBITS

**DEPARTMENT OF
PUBLIC SOCIAL SERVICES**

**CONTRACT
BY AND BETWEEN**

COUNTY OF LOS ANGELES

AND

**FOR
GAIN CASE MANAGEMENT SERVICES FOR
NE/NS SPEAKING WELFARE-TO-WORK PARTICIPANTS**

Prepared By
Department of Public Social Services
Contract Management Division
12900 Crossroads Parkway South
City of Industry, CA 91746-3411

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SAMPLE CONTRACT

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND**

FOR

CASE MANAGEMENT SERVICES FOR NE/NS WtW PARTICIPANTS

This Contract and Exhibits made and entered into this ____ day of _____, 2005 by and between the County of Los Angeles, hereinafter referred to as County and _____, hereinafter referred to as Contractor. _____ is located at _____.

RECITALS

WHEREAS, the County may contract with private businesses for NE/NS WtW CASE MANAGEMENT SERVICES when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing NE/NS WtW CASE MANAGEMENT SERVICES to Non-English/Non-Spanish-speaking WtW participants; and

WHEREAS, the County has determined that it is legal, feasible, and cost-effective to contract NE/NS WtW CASE MANAGEMENT SERVICES; and

WHEREAS, this contract is therefore authorized under Section 44.7 of the Los Angeles County Charter and Los Angeles County Codes Section 2.121.250; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, and J are attached to and form a part of this contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base contract and the exhibits, or between exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the contract and then to the exhibits according to the following priority:

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NOTE: EXHIBITS ARE NOT ATTACHED TO SAMPLE CONTRACT SINCE THEY ARE ELSEWHERE IN THE RFP.

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B - Budget/Pricing Schedule
- 1.3 EXHIBIT C - Contractor's EEO Certification
- 1.4 EXHIBIT D - County's Administration
- 1.5 EXHIBIT E - Contractor's Administration
- 1.6 EXHIBIT F - Forms Required at the Time of Contract Execution
- 1.7 EXHIBIT G - Jury Service Ordinance
- 1.8 EXHIBIT H - Living Wage Ordinance
- 1.9 EXHIBIT I - Monthly Certification for Applicable Health Benefit Payments
- 1.10 EXHIBIT J - Payroll Statement of Compliance

This contract and the exhibits hereto constitute the complete and exclusive statement of understanding between the parties and supersede all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this contract. No change to this contract shall be valid unless prepared pursuant to Sub-paragraph 8.5 - Change Notices and Amendments, and signed by both parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

2.1 Budget: The document that details the Contractor's costs for providing services and is included in the Contract. Included in the Budget are the following:

- **Direct Costs** - Payroll, Employee Benefits (Medical, Dental, Life Insurance), Payroll Taxes, Insurance (Real, Personal, etc., as required by the Contract), Supplies, Applicable Taxes and other (specified).
- **Indirect Costs** - General Accounting/Bookkeeping, Management Overhead and other (specified).
- **Total Cost to Contract Services** - The total cost to Direct and Indirect Costs

2.2 Contract: Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A. (Appendix B of the RFP)

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- 2.3 Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by the Statement of Work.
- 2.4 Contractor Project Manager:** The individual designated by the Contractor to administer the contract operations after the contract award.
- 2.5 County Contract Administrator:** Person with responsibility to oversee the day-to-day activities of this contract. Responsibility for inspections of any and all tasks, deliverables, goods, services, and other work provided by Contractor.
- 2.6 County Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this contract that cannot be resolved by the County's Project Manager.
- 2.7 County Project Manager:** Person designated by County's Project Director to manage the operations under this contract.
- 2.8 Day(s):** Calendar day(s) unless otherwise specified.
- 2.9 Fiscal-Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

3.0 WORK

- 3.1** Pursuant to the provisions of this contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in the *Statement of Work, Exhibit A*. (Appendix B of the RFP)
- 3.2** If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

4.0 TERM OF CONTRACT

The term of the Contract is for one year, effective May 1, 2005, or one day following Board approval, whichever is later, and continuing through April 30, 2006, with County option to renew for two additional one-year periods. The Contract is subject to the COUNTY's right to terminate earlier for convenience, which includes, non-appropriation of funds, default of the CONTRACTOR, substandard performance of the CONTRACTOR, improper consideration given/offered to the COUNTY with respect to the award of this Contract, breach of warranty to maintain compliance with the COUNTY's Child

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Support Compliance Program and the COUNTY's Living Wage Program, changes in legal requirements regarding the GAIN Program, and changes that eliminate or substantially reduce the COUNTY's legal requirements for GAIN Program.

5.0 CONTRACTOR PAYMENT

5.1 Basic Compensation

The Contractor will be compensated at a flat monthly fee for operating all aspects of the requirements of this Agreement for the Service Area(s) being contracted (i.e., job placements, post employment services, etc.). The Contractor's flat monthly fee will be based on the Contractor's bid amount.

5.2 Maximum Contract Amount

The maximum amount of this Agreement is _____.

5.3 Start-Up Period

The period from the contract effective date until May 31, 2005 will be a transition period for the Contractor. During this period, the Contractor will perform activities such as recruiting, hiring and training staff and management, and procuring all Contractor-provided items as detailed in the Statement of Work (Appendix B). Transition activities are one-time, non-recurring activities necessary to get the Contractor operational. Direct services will begin June 1, 2005.

5.4 Performance Incentives and Deductions

The County's goal is to assist NE/NS WtW participants in overcoming barriers to employment and achieving self-sufficiency. The Contractor is encouraged to strive for this goal through fiscal incentive payments. At the same time, Contractor performance below County expectations and below that of the County's in these measures is a matter of serious concern. Therefore, fiscal deductions will be assessed if the Contractor falls below the County's performance levels. The fiscal incentives and deductions are as follows:

On a monthly basis, commencing with the second month of the contract (June 2005), the Contractor's performance will be monitored monthly and compared to the performance of the County in the following three Outcome Measures:

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- Percentage of NE/NS WtW participants employed.
- Percentage of NE/NS WtW participants *referred* for specialized supportive services (i.e., clinical assessment, domestic violence, mental health, and/or substance abuse services) that actually participate in these services.
- Percentage of NE/NS WtW participants that are engaged in educational and/or training component.

(Appendix B, Statement of Work, Section 4.4 provides additional information regarding these Outcome Measures.)

For the six-month period of June 2005 (the first month in which direct services begin) through November 2005, the Contractor's performance rates in the areas noted above shall be comparable to the County's non-contracted performance rates for the same three areas. The second such evaluation period will be for December 2005 through April 2006, unless the County exercises its option to renew for an additional year, in which case the second review period will be for December 2005 through May 2006. Succeeding evaluation periods will be for six-month periods, except for the last review period, which will be for five months.

.1 Incentive Payments

The Contractor shall be eligible to receive a performance incentive payment under the following provisions:

1. The Contractor performs satisfactorily in all contract requirements. This includes, but is not limited to the Performance Standards included in Appendix C, Statement of Work Technical Exhibit C-1, Performance Requirement Summary Charts.
2. The Contractor receives no financial deductions (as detailed in 5.4.2, 5.4.3 and 8.27 below).
3. The incentives are allowable per State and federal regulations.
4. The Contractor's performance in one of the three Outcome Measures listed above far exceeds the corresponding rate for the County's non-contracted operations. A determination of "far exceeding" is if the Contractor's performance rate is 10 percent higher than the non-Contracted operation's rate. Should this occur, the Contractor shall be eligible to receive a performance incentive payment equal to two percent (2%).
5. The Contractor's performance in two of the three Outcome Measures listed above far exceeds the corresponding rates for the

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County's non-contracted operations. A determination of "far exceeding" is if the Contractor's performance rates are 10 percent higher than the non-Contracted operation's rates. Should this occur, the Contractor shall be eligible to receive a performance incentive payment equal to four percent (4%).

6. The Contractor's performance in three of the three Outcome Measures listed above far exceeds the corresponding rates for the County's non-contracted operations. A determination of "far exceeding" is if the Contractor's performance rates are 10 percent higher than the non-Contracted operation's rates. Should this occur, the Contractor shall be eligible to receive a performance incentive payment equal to six percent (6%).
7. The Contractor's performance is subject to County verification. Any credited positive outcomes in these three Outcome Measures that are subsequently found to be unwarranted shall be subtracted out from the Contractor's performance.

.2 Performance Deductions

The Contractor shall be assessed financial deductions and the flat monthly fee amount reduced under the following provisions:

1. The Contractor's performance in one of the three Outcome Measures listed above is unacceptably less than the corresponding rate for the County's non-contracted operations. A determination of "unacceptably less" is if the Contractor's performance rate is 10 percent lower than the non-contracted operation's rate. Should this occur, the Contractor shall receive a performance deduction equal to two percent (2%).
2. The Contractor's performance in two of the three Outcome Measures listed above is unacceptably less than the corresponding rates for the County's non-contracted operations. A determination of "unacceptably less" is if the Contractor's performance rates are 10 percent lower than the non-contracted operation's rate. Should this occur, the Contractor shall receive a performance deduction equal to four percent (4%).
3. The Contractor's performance in three of the three Outcome Measures listed above is unacceptably less than the corresponding rates for the County's non-contracted operations. A determination of "unacceptably less" is if the Contractor's performance rates are 10 percent lower than the non-contracted operation's rate. Should this occur, the Contractor shall receive a performance deduction equal to six percent (6%).

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.3 Other Performance Deductions:

In addition to the Performance Deductions described above for the three Outcome Measures, Contractor shall be penalized and the flat monthly rate reduced, if Contractor does not meet the Acceptable Quality Levels (AQLs) listed in the Statement of Work, Performance Requirements Summary (Appendix C, Statement of Work Technical Exhibit C-1) for the remaining performance requirements standards. The application of such deductions will be based on the Outcome Measure performance assessment.

The penalty amount for each applicable standard for which the AQL is not met will be calculated based on .5% of the Contractor's budgeted profit (if non-profit or government agency, .5% of the Contractor's Administrative Overhead to the extent allowable under federal/state guidelines) for each month of the monitoring period.

5.5 Staffing Adjustments

Should the County's GAIN allocated staffing level increase or decrease due to caseload or program changes during the contract period from those projected by the County and included in the Request for Proposals, the Contractor's flat monthly fee may be adjusted, at County discretion through amendment, to take into account the increased or decreased need, unless there is a change that is necessitated by a change in federal, State, and/or County program requirements. Any increase will be subject to the conditions in Section 8.5, hereunder.

5.6 Payment Processing

Payment to the Contractor will be made monthly in arrears at the amounts specified in this Contract, provided that the Contractor is not in default under any provision of the Contract and has submitted a complete and accurate statement of payment due with documentation attached supporting the statement of payment due.

- .1 Contractor shall prepare and submit its invoice (County will provide invoice format sample), each in an original and one copy, along with its Monthly Management Report, to the County Contract Administrator (CCA) within fifteen (15) calendar days after the end of the month in which services were provided or payment may be delayed. Attached to the invoice shall be required Living Wage information and the Monthly Management Report (MMR).
- .2 The County shall review the invoice/attachments and make payment adjustments as allowed by contract (i.e., for incentives or

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deductions, etc.) and authorize payment of an accurate invoice as soon as possible after receipt of the Contractor's billing. The County will make a reasonable effort to effect payment to the Contractor within thirty (30) days from receipt of an invoice that is accurate as to form and content.

- .3 For invoicing purposes, the Contractor shall clearly identify this Contract as "NE/NS WtW Case Management Services."
- .4 The County may delay the last payment due hereunder until six (6) months after the termination of the Contract. The Contractor shall be liable for payment on thirty (30) days written notice of any offset authorized by the Contract not deducted from any payment made by the County to the Contractor.
- .5 If this Contract is awarded to a any federal, state or local government agency, public university, public college or other public educational institution, Contract payment will be effected using an actual cost method of reimbursement.
- .6 Prior to receiving final payment hereunder, Contractor shall submit a signed, written release discharging the County, its officers and employees, from all liabilities, obligations, and claims arising out of or under the Contract, except for any claims specifically described in detail in such release.

5.7 Prior Six-Month Expiration Notice

The Contractor shall notify DPSS when this contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to DPSS at the address herein provided in *Exhibit E*.

5.8 75% Expenditure Notification

Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this contract. Upon occurrence of this event, Contractor shall send written notification to DPSS at the address herein provided in *Exhibit E*.

5.9 Payment Limitation

The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder,

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except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

5.10 County Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the County's Contract Administrator prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.11 Withholding of Payment

If Contractor fails to submit accurate, complete, timely and properly certified Monthly Management Reports (MMRs), the County may withhold from payment to Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

A listing of all County Administration referenced in the following sub-paragraphs are designated in *Exhibit E*. The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 County's Contract Administrator (CCA)

The responsibilities of the County's Contract Administrator include:

- ensuring that the objectives of this contract are met;
- making changes in the terms and conditions of this contract in accordance with Sub-paragraph 8.5, Change Notices and Amendments;
- providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements;
- meeting with Contractor's Project Manager on an as needed basis; and
- monitoring any and all tasks, deliverables, goods, services, or other work provided by or on behalf of Contractor.

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The County's Contract Administrator is not authorized to make any changes in any of the terms and conditions of this contract and is not authorized to further obligate County in any respect whatsoever. The County's Contract Administrator is responsible for overseeing the day-to-day administration of this contract.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's Project Manager

7.1.1 Contractor's Project Manager must have a minimum three (3) years of experience in providing the required NE/NS WtW Case Management Operations. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.

7.1.2 Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this contract and shall coordinate with County's Contract Administrator on a regular basis.

7.2 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Project Manager.

7.3 Contractor's Staff Identification

7.3.1 Contractor shall furnish and require every on-duty employee to wear a visible photo identification badge, identifying employee by name, physical description, and company. Such badge shall be displayed on employee's person at all times he/she is on duty.

7.3.2 Contractor shall notify the County within one business day when staff is terminated from working on this contract. Contractor is responsible to retrieve and immediately destroy the staff's County specified photo identification badge at the time of removal from the County contract.

7.3.3 If County requests the removal of Contractor's staff, Contractor is responsible to retrieve and immediately destroy the Contractor's staff's County photo identification badge at the time of removal from working on the contract.

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7.4 Background and Security Investigations

- 7.4.1 All Contractor staff performing work under this contract shall undergo and pass, to the satisfaction of County, a background investigation as a condition of beginning and continuing to work under this contract. County shall use its discretion in determining the method of background clearance to be used, which may include, but not be limited to fingerprinting. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.
- 7.4.2 County may request that Contractor's staff be immediately removed from working on the County contract at any time during the term of the contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County conducted background clearance.
- 7.4.3 County may immediately deny or terminate facility access to Contractor's staff who, do not pass such investigation(s) to the satisfaction of the County, whose background or conduct is incompatible with County facility access, at the sole discretion of the County.
- 7.4.4 Disqualification, if any, of Contractor staff, pursuant to this subparagraph 7.4, shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.5 Confidentiality

The Contractor shall maintain the confidentiality of all records obtained from the County under the contract in accordance with all applicable Federal, State or local laws, ordinances, regulations, and directives relating to confidentiality. The Contractor shall inform all of its officers, employees, agents, and subcontractors providing services hereunder of the confidentiality provisions of the contract. The Contractor shall cause each employee performing services covered by the Agreement to sign and adhere to the "Contractor Employee Acknowledgment and Confidentiality Agreement", Exhibit D-4, hereunder.

By State law, including without limitation (W & I Code, Section 10850 et seq. and 17006), all of the case records and information pertaining to individuals receiving aid or confidential and no information related to any individual case or cases is to be in any way relayed to anyone except those employees of the Los Angeles County Department of Public Social Services so designated without written authorization from DPSS.

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8.0 TERMS AND CONDITIONS

8.1 ASSIGNMENT AND DELEGATION

- 8.1.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, either in whole or in part, without the prior written consent of the Department Head. Any unapproved assignment or delegation shall be null and void. Any payments by DPSS to any approved delegate or assignee on any claim under this Contract shall be deductible, at DPSS's sole discretion, against the claims, which the Contractor may have against the County.
- 8.1.2 If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without DPSS's express prior written approval, may result in the termination of this Contract.

8.2 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.3 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Contractor under the contract. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions. The Contractor shall continue to provide all of the services set forth in the contract.

8.4 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76)

Contractor hereby acknowledges that the County is prohibited from contracting with and making subawards to parties that are suspended,

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debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither it nor any of its owners, officers partners, directors or other principals is currently suspended, debarred, ineligible, or any excluded from securing federally funded contracts. Further, by executing this Agreement, Contractor certifies that, to its knowledge none of its subcontractors, at any tier, or any owner, officer partner, director or other principal of any subcontractors is currently suspended, debarred, ineligible, excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Agreement, should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

8.5 CHANGE NOTICES AND AMENDMENTS

- 8.5.1 The County reserves the right to initiate Change Notices that do not affect the scope, term, contract sum, or payments. All such changes shall be accomplished with an executed Change Notice signed by the Contractor and by County Contract Administrator.
- 8.5.2 For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this contract, an Amendment shall be prepared and executed by the County Board of Supervisors and the Contractor.
- 8.5.3 The DPSS Director may prepare and sign amendments to the contract without further action by the County Board of Supervisors under the following conditions:
 - 8.5.3.1 Amendments shall be in compliance with applicable County, State and Federal regulations.
 - 8.5.3.2 The amendment is for a decrease in the Contract costs, or the amendment is for an increase of no more than 10% of the total original Contract amount, and is necessitated by additional and necessary services that are required for CONTRACTOR to comply with changes in federal, State, or County requirements.
 - 8.5.3.3 The County Board of Supervisors has appropriated sufficient funds in the Department of Public Social Services Budget.

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- 8.5.3.4 The Department of Public Social Services shall obtain the approval of County Counsel or designee for an amendment to this Contract.
- 8.5.3.5 This Contract may be renewed, at the sole discretion of the Director, Department of Public Social Services (DPSS), for two one-year periods by amending the Contract to reflect such renewal.
- 8.5.3.6 DPSS shall obtain the approval of County Counsel or his designee for an amendment to this Contract.
- 8.5.3.7 DPSS Director will file a copy of all amendments with the Executive Office of the County Board of Supervisors and Chief Administrative Office within fifteen (15) days after execution of each amendment.

8.6 COMPLAINTS

The Contractor shall develop, maintain, and operate procedures for receiving, investigating and responding to complaints.

Within five (5) business days after contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

- 8.6.1 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.6.2 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days.
- 8.6.3 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.6.4 The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 8.6.5 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.6.6 Copies of all written responses shall be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

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8.7 COMPLIANCE WITH APPLICABLE LAW

- 8.7.1 The Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.7.2 The Contractor shall indemnify and hold harmless the County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

8.8 COMPLIANCE WITH CIVIL RIGHTS LAW

- 8.8.1 The Contractor shall abide by the provisions of Title VI and Title VII of the Federal Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, the Food Stamp Act of 1977, the Americans with Disabilities Act of 1990, WIC Section 10000, California Department of Social Services Manual of Policies and Procedures, Division 21, and other applicable Federal and State laws to ensure that employment practices and the delivery of social service programs are nondiscriminatory. Under this requirement the Contractor shall not discriminate on the basis of race, color, national origin, ancestry, political affiliation, religion, marital status, sex, age gender or disability. The Contractor shall sign and adhere to the "Bidder's/Offeror's Nondiscrimination in Services Certification", Appendix D-6.
- 8.8.2 In addition, a Resolution Agreement between the Department of Public Social Services (DPSS) and the Federal Office for Civil Rights, Department of Health and Human Services, that was signed on October 23, 2003, requires additional Civil Rights actions by DPSS in providing services to the public through contracts for all CalWORKs/TANF funded contracts and MOUs.

CONTRACTOR shall comply with the terms of the Resolution Agreement as directed by DPSS, which includes, but is not limited to the following:

- Ensuring that public contact staff attend the mandatory DPSS-provided Civil Rights Training;
- Ensuring that notices sent to participants are in their primary language; and

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- Providing interpreters so that DPSS can ensure meaningful access to services for all participants; and
- Maintaining records and record retention of all Civil Rights related correspondence to participants, including the Civil Rights Complaint Log.
- Collecting data necessary to monitor compliance with Civil Rights requirements.

8.9 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.9.1 Jury Service Program

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

8.9.2 Written Employee Jury Service Policy

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Sub-paragraph, "Contractor" means a person, partnership, corporation, or other entity which has a contract with the County or a subcontract with a County Contractor and have received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period

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are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this Sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.10 COMPLIANCE WITH THE COUNTY'S LIVING WAGE PROGRAM

8.10.1 Living Wage Program

This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached as Exhibit J and incorporated by reference into and made a part of this Contract.

8.10.2 Payment of Living Wage Rates

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that the Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code),

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the Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to the County under the Contract:

- a. Not less than \$9.46 per hour if, in addition to the per-hour wage, the Contractor contributes less than \$1.14 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or
 - b. Not less than \$8.32 per hour if, in addition to the per-hour wage, the Contractor contributes at least \$1.14 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. The Contractor will be deemed to have contributed \$1.14 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during the Contract, the Contractor contributes less than \$1.14 per hour towards the provision of bona fide health care benefits, the Contractor shall be required to pay its Employees the higher hourly living wage rate.
2. For purposes of this Sub-paragraph, "Contractor" includes any subcontractor engaged by the Contractor to perform services for the County under the Contract. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract Contract and a copy of the Living Wage Program shall be attached to the Contract. "Employee" means any individual who is an employee of the Contractor under the laws of California, and who is providing full-time services to the Contractor, some or all of which are provided to the County under the Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.
 3. If the Contractor is required to pay a living wage when the Contract commences, the Contractor shall continue to pay a living wage for the entire term of the Contract, including any option period.
 4. If the Contractor is not required to pay a living wage when the Contract commences, the Contractor shall have a continuing

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obligation to review the applicability of its “exemption status” from the living wage requirement. The Contractor shall immediately notify the County if the Contractor at any time either comes within the Living Wage Program’s definition of “Employer” or if the Contractor no longer qualifies for an exception to the Living Wage Program. In either event, the Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Contract, including any option period. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County’s satisfaction that the Contractor either continues to remain outside of the Living Wage Program’s definition of “Employer” and/or that the Contractor continues to qualify for an exception to the Living Wage Program. Unless the Contractor satisfies this requirement within the timeframe permitted by the County, the Contractor shall immediately be required to pay the living wage for the remaining term of the Contract, including any option period.

8.10.3 Contractor’s Submittal of Certified Monitoring Reports

The Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of the Contractor’s employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by the Contractor for health benefits, if any, for each of its employees. The certified monitoring reports shall also state the name and identification number of the Contractor’s current health care benefits plan, and the Contractor’s portion of the premiums paid as well as the portion paid by each employee. All certified monitoring reports shall be submitted on forms provided by the County (*Exhibit K and Exhibit L*), or other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, the Contractor shall promptly provide such information. The Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

8.10.4 Contractor’s Ongoing Obligation to Report Labor Law/Payroll Violations and Claims

During the term of the Contract, if the Contractor becomes aware of any labor law/payroll violation or any complaint, investigation or proceeding (“claim”) concerning any alleged labor law/payroll

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violation (including but not limited to any violation or claim pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the Contractor shall immediately inform the County of any pertinent facts known by the Contractor regarding same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the Contractor's contract with the County, but instead applies to any labor law/payroll violation or claim arising out of any of the Contractor's operations in California.

8.10.5 County Auditing of Contractor Records

Upon a minimum of twenty-four (24) hours' written notice, the County may audit, at the Contractor's place of business, any of the Contractor's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. The Contractor is required to maintain all such records in California until the expiration of four years from the date of final payment under the Contract. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

8.10.6 Notifications to Employees

The Contractor shall place County-provided living wage posters at each of the Contractor's places of business and locations where Contractor's employees are working. The Contractor shall also distribute County-provided notices to each of its employees at least once per year. The Contractor shall translate into Spanish and any other language spoken by a significant number of employees the posters and handouts.

8.10.7 Enforcement and Remedies

If the Contractor fails to comply with the requirements of this Sub-paragraph, the County shall have the rights and remedies described in this Sub-paragraph in addition to any rights and remedies provided by law or equity.

1. Remedies For Submission of Late or Incomplete Certified Monitoring Reports. If the Contractor submits a certified monitoring report to the County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

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- a. Withholding of Payment. If the Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the County may withhold from payment to the Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
 - b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages in the amount of \$100 per monitoring report for each day until the County has been provided with a properly prepared, complete and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.
 - c. Termination The Contractor's continued failure to submit accurate, complete, timely, and properly certified monitoring reports may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.
2. Remedies for Payment of Less Than the Required Living Wage
If the Contractor fails to pay any employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:
 - a. Withholding Payment If the Contractor fails to pay one or more of its employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due the Contractor the aggregate difference

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between the living wage amounts the Contractor was required to pay its employees for a given pay period and the amount actually paid to the employees for that pay period. The County may withhold said amount until the Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

- b. Liquidated Damages It is mutually understood and agreed that the Contractor's failure to pay any of its employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages of \$50 per employee per day for each and every instance of an underpayment to an employee. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.
 - c. Termination The Contractor's continued failure to pay any of its employees the applicable hourly living wage rate may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.
3. Debarment In the event the Contractor breaches a requirement of this Sub-paragraph, the County may, in its sole discretion, bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, not to exceed three years.

8.10.8 Use of Full-Time Employees

The Contractor shall assign and use full-time employees of the Contractor to provide services under the Contract unless the Contractor can demonstrate to the satisfaction of the County that it is necessary to use non-full-time employees based on staffing efficiency or County requirements for the work to be performed under the Contract. It is understood and agreed that the Contractor shall not, under any circumstance, use non-full-time employees for services provided under the Contract unless and until the County

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has provided written authorization for the use of same. The Contractor submitted with its proposal a full-time employee staffing plan. If the Contractor changes its full-time employee staffing plan, the Contractor shall immediately provide a copy of the new staffing plan to the County.

8.10.9 Contractor Retaliation Prohibited

The Contractor and/or its employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any employee, person or entity who has reported a violation of the Living Wage Program to the County or to any other public or private agency, entity or person. A violation of the provisions of this Sub-paragraph may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

8.10.10 Contractor Standards

During the term of the Contract, the Contractor shall maintain business stability, integrity in employee relations, and the financial ability to pay a living wage to its employees. If requested to do so by the County, the Contractor shall demonstrate to the satisfaction of the County that the Contractor is complying with this requirement.

8.10.11 Neutrality in Labor Relations

The Contractor shall not use any consideration received under the Contract to hinder, or to further, organization of, collective bargaining activities by or on behalf of the Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining Contract, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

8.11 CONFLICT OF INTEREST

- 8.11.1** No County employee whose position with the County enables such employee, to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such

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work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.11.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

8.12 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give **first consideration** for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

8.13 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates.

The County will refer GAIN/GROW participants by job category to the Contractor.

In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.14 CONTRACTOR'S RESPONSIBILITY AND DEBARMENT

8.14.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and

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experience to satisfactorily perform the Contract. It is the County's policy to conduct business only with responsible Contractors.

8.14.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other Contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time not to exceed 3 years, and terminate any or all existing contracts the Contractor may have with the County.

8.14.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a Contract with the County or a nonprofit corporation created by the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a Contract with the County or any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.14.4 Contractor Hearing Board

If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence that is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

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After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.

8.14.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

8.15 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

The Contractor acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Contractor's place of business. The County's Child Support Services Department (CSSD) will supply the Contractor with the poster to be used.

8.16 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

8.16.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from County through contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.16.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or CSSD Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

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8.17 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other deductions as specified in this Contract.

8.18 DAMAGE TO COUNTY FACILITIES, BUILDINGS, OR GROUNDS

8.18.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.18.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand.

8.19 CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

The Contractor shall maintain the confidentiality of all records obtained from the County under the Contract in accordance with all applicable Federal, State or local laws, ordinances, regulations, and directives relating to confidentiality. The Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of the Contract. The Contractor shall cause each employee performing services covered by the Agreement to sign and adhere to the "Contractor Employee Acknowledgment and Confidentiality Agreement", Appendix D-4, hereunder.

By State law, including without limitation (W & I Code, Section 10850 et seq. and 17006), all of the case records and information pertaining to individuals receiving aid or confidential and no information related to any individual case or cases is to be in any way relayed to anyone except those employees of the Los Angeles County Department of Public Social Services so designated without written authorization from DPSS.

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8.20 EMPLOYMENT ELIGIBILITY VERIFICATION

The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others, and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law. The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.21 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, deductions, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.22 GOVERNING LAW, JURISDICTION, AND VENUE

8.22.1 This Contract shall be governed by and construed in accordance with and governed by the laws of the State of California.

8.22.2 Any reference to a specific statute, regulation, or other law is deemed to include a reference to any amendment thereto as of the effective date of such amendment, further, this Contract shall be interpreted, and the parties' duties and obligations under this Contract shall be consistent with, any amendment to any applicable statute, regulation, or any other law which occurs after the effective date of this Contract.

8.22.3 Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action

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brought hereunder shall be exclusively in the County of Los Angeles, California, Central Civil Division.

8.23 INDEPENDENT CONTRACTOR STATUS

- 8.23.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.23.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 8.23.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

8.24 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract.

8.25 GENERAL INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County. Such coverage shall be provided and maintained at the Contractor's own expense.

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8.25.1 Evidence of Insurance

Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to:

Department of Public Social Services
Contract Management Division
12900 Crossroads Parkway South, 2nd Floor
City of Industry, CA 91746
Attn: Jose R. Perez

Prior to commencing services under this Contract. Such certificates or other evidence shall:

- Specifically identify this Contract;
- Clearly evidence all coverage required in this Contract;
- Contain the express condition that the County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
- Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insured for all activities arising from this Contract; and
- Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or, require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.25.2 Insurer Financial Ratings

Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII, unless otherwise approved by the County.

8.25.3 Failure to Maintain Coverage

Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend this Contract. The

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County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage, and without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

8.25.4 Notification of Incidents, Claims or Suits Contractor shall report to the County

- Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.
- Any third party claim or lawsuit filed against the Contractor arising from or related to services performed by the Contractor under this Contract.
- Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County Non-employee Injury Report” to the County Contract Manager.
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to the Contractor under the terms of this Contract.

8.25.5 Compensation for County Costs

In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.

8.25.6 Insurance Coverage Requirements for Subcontractors

The Contractor shall ensure any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

- The Contractor providing evidence of insurance covering the activities of subcontractors, or
- The Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. The County retains the right to

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obtain copies of evidence of subcontractor insurance coverage at any time.

8.26 INSURANCE COVERAGE REQUIREMENTS

8.26.1 General Liability

Insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

8.26.2 Automobile Liability

Written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto."

8.26.3 Workers' Compensation and Employers' Liability

Insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the Contractor is responsible. If the Contractor's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which the Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

8.26.4 Crime Insurance

Insurance with limits in amounts not less than indicated below covering against loss of money, securities, or other property referred to in this Agreement, and naming the County as loss payee.

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Employee Dishonesty:	\$1,000,000
Forgery or Alteration:	\$1,000,000
Theft, Disappearance and Destruction	\$1,000,000
Computer Fraud	\$1,000,000

Note: A COUNTY program known as “SPARTA” (Service Providers, Artisan and Tradesman Activities) may be able to assist potential CONTRACTORS in obtaining reasonably priced liability insurance coverage.

The SPARTA program is administered by the COUNTY's insurance broker, Municipality Insurance Services, Inc. For additional information, call (1) (800) 420-0555 or access their website at www.2sparta.com.

8.27 LIQUIDATED DAMAGES

8.27.1 If, in the judgment of the County, the Contractor breaches the Contract requirements as specified in the Performance Requirements Summary (PRS) Chart, as defined in Appendix C-1, hereunder, the County will have a claim for the sum specified in Paragraph 5.4.3 (Contractor Payment), to be paid by the Contractor in accordance with the Contract as liquidated damages. The Director, or his/her designee, shall notify Contractor in writing of the specific instances and areas of noncompliance and/or nonperformance and the corresponding unsatisfactory performance deductions.

8.27.2 This paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract other than those breaches of this Contract specified in the PRS, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.28 LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining, or attempting to obtain certification as a Local Small Business Enterprise. Contractor shall not willfully and knowingly made a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise

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If Contractor has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded;
2. In addition to the amount described in paragraph 1 above, be assessed a penalty in an amount of not more than 10 percent of the amount of the Contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above deductions shall also apply if Contractor is no longer eligible for certification as a result in a change of their status and Contractor failed to notify the State and the County's Office of Affirmative Action Compliance of this information.

8.29 MOST FAVORED PUBLIC ENTITY

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any County, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

8.30 NONDISCRIMINATION AND AFFIRMATIVE ACTION

- 8.30.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.30.2 The Contractor shall certify to, and comply with, the provisions of Appendix D-5 - *Contractor's EEO Certification*.
- 8.30.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during

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employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 8.30.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.
- 8.30.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.30.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Sub-paragraph 8.30 when so requested by the County.
- 8.30.7 If the County finds that any provisions of this Sub-paragraph 8.30 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.
- 8.30.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671, as liquidated damages in lieu of terminating or suspending this Contract.

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8.31 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Agreement shall not restrict DPSS from acquiring similar, equal or like goods and/or services from other entities or sources.

8.32 NOTICE OF DELAYS

Except as otherwise provided under this contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, that party shall, within one (1) day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.33 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the County Contract Administrator and/or County Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this contract. If the County Contract Administrator or County Project Director is not able to resolve the dispute, the Department Head, or designee shall resolve it.

8.34 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.35 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in *Exhibits E, County's Administration and F, Contractor's Administration*. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Department Head shall have the authority to issue all notices or demands required or permitted by the County under this contract.

8.36 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter,

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neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.37 PUBLIC RECORDS ACT

- 8.37.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books and accounting records pursuant to Sub-paragraph 8.39 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order to court of competent jurisdiction.
- 8.37.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a bid marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.38 PUBLICITY

The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; or
- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

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The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that, the requirements of this Sub-paragraph 8.38 shall apply.

8.39 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Contract. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.39.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.39.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.39 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.39.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County may conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is

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less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.40 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.41 REMOVAL OF UNSATISFACTORY PERSONNEL

"The County shall have the right, at its sole discretion, to require the Contractor to remove any employee from the performance of services under this Agreement. At the request of the County, the Contractor shall immediately replace said personnel."

8.42 RULES AND REGULATIONS

"During the time that Contractor's employees or agents are at County facilities, such persons shall be subject to the rules and regulations of County facilities. It is the responsibility of Contractor to acquaint such persons, who are to provide services, with such rules and regulations. In the event that the County determines that an employee of Contractor has violated any applicable rule or regulation, the Director or designee shall notify Contractor and Contractor shall undertake such remedial or disciplinary measures as Contractor determines appropriate. If the problem is not thereby corrected, then Contractor shall permanently withdraw any of its employees from the provision of services upon receipt of written notice from Director or designee that: (1) such employee has violated such rules or regulations; or (2) such employee's actions, while on County premises, indicate that the employee may adversely affect the delivery of County services. Upon removal of any employee, Contractor shall immediately replace the employee and continue services hereunder."

8.43 SUBCONTRACTING

8.43.1 The requirements of this Contract may not be subcontracted by the Contractor without the advance approval of the County. Any

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attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

- 8.43.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:
- A description of the work to be performed by the subcontractor;
 - A draft copy of the proposed subcontract; and
 - Other pertinent information and/or certifications requested by the County.
- 8.43.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.
- 8.43.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.43.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.
- 8.43.6 The County's Contract Administrator is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees.
- 8.43.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.43.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. The Contractor shall ensure delivery of all such documents to the following contact/address before any subcontractor employee may perform any work hereunder.

:

Jose Perez, Director
Department of Public Social Services
Contract Management Division, Section I
12900 Crossroads Parkway South

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East Annex, 2nd Floor
City of Industry, CA 91746

8.43.9 In the event that the County consents to subcontracting, Contractor shall include in all subcontracts, the following provision: "This contract is a subcontract under the terms of a prime contract with the County of Los Angeles. All representations and warranties shall inure to the benefit of the County of Los Angeles."

8.44 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-paragraph 8.16 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute a default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which COUNTY may terminate this contract pursuant to Paragraph 8.46 "Termination for Default" and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

8.45 TERMINATION FOR CONVENIENCE

8.45.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County to be in its best interest. Termination of work hereunder shall be effected by delivery to the Contractor of a notice of termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.45.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work, as shall not have been terminated by such notice.

8.45.3 For a period of five (5) years after final settlement under this Contract, the Contractor shall make available to the County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract with respect to the termination of work hereunder. All such material shall be maintained by the Contractor

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at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.46 TERMINATION FOR DEFAULT

8.46.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Contract Administrator:

- Contractor has materially breached this Contract;
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.46.2 In the event that the County terminates this Contract in whole or in part as provided in Sub-paragraph 8.45.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any, and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

8.46.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Sub-paragraph 8.45.1 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and

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subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Sub-paragraph 8.46.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

8.46.4 If, after the County has given notice of termination under the provisions of this Sub-paragraph 8.46.4, it is determined by the County that the Contractor was not in default under the provisions of this Sub-paragraph 8.46, or that the default was excusable under the provisions of Sub-paragraph 8.46.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Sub-paragraph 8.45 - Termination for Convenience.

8.46.5 In the event the County terminates this Contract in its entirety due to the Contractor's default as provided in sub-paragraph 8.46.1, the Contractor and the County agree that the County will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the County's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the Contractor and the County agree that the County shall, at its sole option and in lieu of the provisions of Sub-paragraph 8.46.2, be entitled to liquidated damages from the Contractor, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five percent (5%) of the applicable year's Contract sum, whichever is less, as equitable compensation to the County for such actual damages. This amount of liquidated damages shall be either paid by the Contractor to the County by cash payment upon demand or, at the sole discretion of the (*Department*), or designee, deducted from any amounts due to the Contractor by the County, whether under this Contract or otherwise.

These liquidated damages shall be in addition to any credits, which the County is otherwise entitled to under this Contract, and the Contractor's payment of these liquidated damages shall not in any way change, or affect the provisions of sub-paragraph 8.24 Indemnification.

8.46.6 The rights and remedies of the County provided in this sub-paragraph 8.46 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

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8.47 TERMINATION FOR IMPROPER CONSIDERATION

- 8.47.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 8.47.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.47.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.48 TERMINATION FOR INSOLVENCY

- 8.48.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:
- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
 - The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
 - The appointment of a Receiver or Trustee for the Contractor; or
 - The execution by the Contractor of a general assignment for the benefit of creditors.
- 8.48.2 The rights and remedies of the County provided in this subparagraph 8.48 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

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8.49 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010, retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may, in its sole discretion, immediately terminate or suspend this Contract.

8.50 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.51 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

8.52 WAIVER

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. No waiver shall be enforced unless said waiver is set forth in writing.

8.53 WARRANTY AGAINST CONTINGENT FEES

8.53.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor, for the purpose of, securing business.

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- 8.53.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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In witness whereof, the Board of Supervisors of the COUNTY of Los Angeles has caused this Contract to be subscribed by the Chairman, and the seal of said Board hereto affixed and attested by the Executive Officer and Clerk thereof, and CONTRACTOR has caused this Contract to be signed by its duly authorized Officer(s), on this _____ day of _____, 2005

CONTRACTOR

COUNTY OF LOS ANGELES

By _____
Name
Title

BY _____
Chairman, Board of Supervisors

ATTEST:

XXXXX, Executive Officer
Clerk of the Board of Supervisors
of the County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

XXX.
COUNTY COUNSEL

By _____
Senior Deputy County Counsel

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APPENDIX B
STATEMENT OF WORK
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APPENDIX B: STATEMENT OF WORK

1.0 STATEMENT OF WORK OVERVIEW

DPSS requires Contractors with professional staff who can provide culturally/linguistically sensitive, full-service case management WtW services for a non-English/non-Spanish (NE/NS) speaking population with economic barriers, language barriers such as no or limited English skills, varying education levels, and psycho-social barriers.

Proposers are asked to provide innovative solutions to address the participants' barriers and facilitate job placement and retention so participants can become self-sufficient. Proposals should express a clear understanding of each community's cultural needs in reaching self-sufficiency. In working with individual NE/NS WtW participants, the Contractor shall motivate and mentor the Participant, assess their needs in achieving self-sufficiency, refer the participant to needed resources, and coordinate the participant's efforts in meeting their Welfare-to-Work (WtW) responsibilities. This Statement of Work (SOW) provides information of the services Proposers are expected to provide.

NE/NS WtW services under this RFP consists of operating the County's GAIN Program for non-English/non-Spanish-speaking participants. The GAIN Program is a State program that is subject to State and County rules and regulations, and federal guidelines and standards. In operating this program, Contractors will be required to abide by the GAIN Program's federal, State and County policies and regulations, generally defined throughout this RFP as "Applicable GAIN Policies and Regulations."

To assist Proposers in preparing their respective proposal, Appendix C, Exhibit C-4, "Links to Applicable GAIN Policies and Regulations" is provided.

1.1 CASELOAD CHARACTERISTICS

The caseload is exclusively non-English/non-Spanish speaking CalWORKs participants. It consists of CalWORKs participants who have varying work history or skills, childcare needs, and other specialized needs (e.g., domestic violence, substance abuse and mental health barriers). There are over 25 ethnic groups represented in this caseload. A number of these recipients have some college education; the majority attended school for some length of time. However, a

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substantial number have had no schooling. The majority of participants have poor to no English language skills.

This caseload is composed of WtW participants who are employed and unemployed. The County will assign NE/NS cases to Contracted agencies based on the participant's primary language (non-English/non-Spanish), CalWORKs eligibility, and geographical location.

In assisting this population of GAIN participants to reach economic self-sufficiency and freedom from welfare dependency, Proposers are to be mindful of the barriers that participants must overcome. Examples of these barriers or needs include the following:

- Lack of English language skills
- Lack of native language literacy
- Lack of other basic education skills
- Low education level
- Lack of job skills
- Lack of childcare
- Lack of access to public transportation
- Domestic violence, mental health, substance abuse
- Lack of stable, affordable housing
- Lack of a support system
- Feelings of isolation

1.2 CASELOAD PROJECTIONS

In preparing a proposal, Proposers are to use the caseload projections provided in Appendix C, Exhibit C-3, "Caseload Projections for 2005-2006 by Service Area and Language." As noted in RFP Section 1.10, the County shall provide caseload projections for each subsequent annual extension.

The projections are the best available estimates of the workload Prospective Contractors can expect to experience for the first contract year. These projections by no means guarantee that the contractor will receive this number of cases. Should the County experience higher than expected caseloads, the

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Contractor has no guarantee that the contract's firm fixed fee will be adjusted to reflect the unexpected workload increase, unless otherwise allowed under Appendix A, Sample Contract, Sections 5.5 and 8.5.

1.3 SCOPE OF WORK

The Proposer is required to explain how it will meet the expectations as detailed in general in this section 1.3, and more specifically in this Appendix B, Statement of Work. Throughout, Proposers must explain how it will meet the needs of existing and newly referred non-English/non-Spanish speaking participants in a culturally and linguistically appropriate manner. Additionally, Proposers should address their plan in meeting the specific needs of each Service Area they wish to bid on.

The Contractor will be required to provide an environment that is businesslike, positive and motivating for participants. Staff will act in a professional manner in welcoming and assisting the participants in their job seeking activities, giving out job leads/referrals, following up on job interviews with employers, counseling participants on overcoming lack of confidence and self-esteem, and addressing their specific employment barriers.

The contractor should be able to work with all participants in a group, individually, or in a combination of both approaches. Services, programs and any forms, signs, notices and other written materials that the Contractor uses for the provision of these welfare-to-work services must be available and offered to a participant in the individual's primary language, when translated versions of these materials are made available by the State of California Department of Social Service (CDSS) or DPSS. When written materials are not translated by these entities, the contractor must either provide appropriate interpretive services or these materials in the participant's native language (as approved by DPSS).

The Contractor must be flexible in furnishing the necessary services to participants as the program and participant needs change within the bounds of "Applicable GAIN Policies and Regulations."

The Proposer shall explain how it will:

- .1 Be responsive to the participants' specific situations when interacting with them through group or individual services or a combination thereof.

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- .2 Jointly develop a Welfare-to-Work Plan with the participant following vocational assessment, utilizing the information gathered from the assessment.
- .3 Monitor participant activities within each welfare-to-work component, document case activity, and track participant's progress on DPSS' GEARS system, as required by the California State regulations and the Los Angeles County DPSS policy.
- .4 Adhere to the welfare-to-work flow as shown in Appendix B, Section 2.0 below.
- .5 Meet performance outcomes measures, as detailed in Appendix B, Section 4.0.
- .6 Meet Performance Requirement Standards, as detailed in this Appendix B, and summarized in Appendix C, Exhibit C-1.
- .7 Offer and provide all necessary supportive services to assist NE/NS WtW participants in overcoming barriers to employment and self-sufficiency.
- .8 Meet administrative tasks required of all GAIN services regions, as well as contractor reporting responsibilities.
- .9 Maintain the integrity of the County's WtW program by ensuring contractor staff meet their responsibilities, as well as make appropriate assessments in assessing participant fraud, and making fraud referrals, as necessary.
- .10 Protect the civil rights of all participants.
- .11 Provide the necessary case managers, supervisory support, and administrative support, as proposed and agreed upon at contract execution.
- .12 Provide all facilities and supplies, unless otherwise specified as County provided items.

2.0 WELFARE-TO-WORK FLOW

The GAIN Program is a State program subject to State and County rules, policies, procedures and regulations. In administering the GAIN Program, Proposers/Contractors must abide by all "Applicable Policies and Regulations"

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that govern this program. This Contract is not meant to supersede “Applicable Rules and Regulations” and is consistent with them. A Welfare-to-Work (WtW) Flow has been developed to capture the complex array of services offered under the GAIN program. GAIN Case Management services flow is provided in Appendix C-6, “Welfare-to-Work Flow Chart.”

Case Managers are expected to follow this WtW Flow when providing services to NE/NS WtW participants. The subsections below provide additional information on various stages in the WtW Flow.

2.1 CASE ASSIGNMENT

The Contractor shall assign newly referred NE/NS participants in an expeditious and accurate manner. If a participant is erroneously assigned, Contractor shall expeditiously reassign the participant, as appropriate.

The Contractor shall ensure GEARS is updated to allow for automated assignment, when possible. If not possible, the Contractor shall ensure assignments are manually made quickly and effectively.

2.2 CASE MANAGEMENT OPERATIONS AND TASKS

The Contractor shall ensure that participants are scheduled for their first and subsequent work activities with lapses of **no more than 30 days** between activities. The Contractor shall be responsible for providing tracking and reporting welfare-to-work services through effective case management.

The Contractor shall be measured in this task. The County shall determine a performance rate by determining the percentage of cases that have had no activity within 30 days. The County will review GEARS reports that list all cases with no activity over 30 days. County will determine a performance rate based on this number divided by the total active caseload, and compare the Contractor's performance rate with that of non-contracted operations. The difference between the two should be within three (3) percentage points and will be the Acceptable Quality Level (AQL) on this standard. This measure is included in Appendix C, Exhibit C-1, Performance Requirement Summary (PRS). The County, at its sole discretion, may change the means of measuring this standard via a Change Notice, as noted in Appendix A, Sample Contract, Section 8.5.1.

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2.3 ORIENTATION

Contractor will refer newly assigned CalWORKs participants to Orientation services prior to assignment into any other component. Orientation includes a series of motivational techniques as well as a quick overview of the GAIN program and is to be provided by another agency contracted by the County.

The Contractor is responsible for completing the various steps required to identify and assess participants for the GAIN program orientation, which may include, but not be limited to:

- Coordinate with DPSS for data review of a list of potential participants.
- Register/enroll participants for Orientation through data entry on the GAIN Employment Activity Reporting System (GEARS).
- Coordinate Orientation appointments with the contractor responsible for the provision of these services as outlined by DPSS.
- Prepare and send an activity assignment letter in the participant's appropriate language to all participants scheduled for orientation.
- Should participants fail to attend orientation, Contractor shall initiate non-compliance procedures.

2.4 CONDUCT WELFARE-TO-WORK INTAKE

In addition to the existing RITE caseload, the regular flow of new NE/NS GAIN referrals includes: new CalWORKs applicants, those participants who lose their former exemption status and formerly sanctioned participants, employed participants seeking post-employment services and/or specialized supportive services such as child care and transportation and participants who lose full-time employment.

The Contractor shall conduct a GAIN appraisal interview for all participants, which shall include, at a minimum:

- An appraisal of work history, educational achievement, and literacy.
- An evaluation of the participant's immediate supportive services needs (e.g., child care and transportation).
- An explanation of GAIN program requirements and responsibilities.

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- An overview of the Contractor's specific methods and processes for providing services and work activities for participants.
- An explanation of the financial and social benefits of working.
- Specialized Supportive Services screening (e.g. mental health, domestic violence, substance abuse).
- Learning Disability screening.

The Contractor must accept all non-exempt participants into the GAIN Program. Participants cannot be rejected, except in cases involving specific conditions qualifying for welfare-to-work exemption or sanctions for non-compliance, but only after Due Process, as determined by program regulations. Note that participants who qualify for an exemption may volunteer to participate.

2.5 APPROVE AND MONITOR PARTICIPANTS IN SELF-INITIATED PROGRAMS (SIP)

A SIP is an education or training program in which a participant is enrolled prior to the date of the referral to the Contractor. The Contractor shall approve or deny SIPs according to GAIN program requirements. The Contractor shall monitor the attendance and progress of participants in approved SIPs, and when the SIP is completed, refer the participant to Job Club and promote a rapid transition to employment.

Participants in SIPs must participate in concurrent Work Activities when the hours of the education and/or training program are less than the full-time weekly Participation Rate discussed in Appendix B, Section 4.1 below.

2.6 REFER TO JOB CLUB/JOB SEARCH

Contractor shall refer all participants, except for those in approved self-initiated education and/or training programs (SIPs), to full-time job search activities provided by a separate Contractor.

Contractor shall ensure Participants are provided with the necessary Supportive Services to meet their Job Club/Job Search activities.

2.7 DUAL TRACK EVALUATION

Contractor shall evaluate on a case-by-case basis any participants identified as being "Dual Track" and follow the procedures outlined in Applicable GAIN Policies and Procedures. Dual Track is available to Participants under special

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circumstances where the Welfare-to-Work Flow of Orientation to Job Club may not meet the Participant's unique needs. Additionally, "Dual Track" may be necessary when a determination to shorten or bypass job club/job search is made by the case manager, participant, and supervisor. Contractor shall review and follow applicable policy and procedures prior to making a determination.

2.8 VOCATIONAL ASSESSMENT

Contractor shall refer participants who have not obtained full-time unsubsidized employment at the end of the job search period described above, to County approved vocational assessment providers for vocational assessment. Participants in approved, full-time Self-Initiated Programs (SIPS) are an exception and shall not require an assessment. Contractor shall utilize the assessment in developing a Welfare-to-Work Plan (see Section 2.10).

2.9 CLINICAL ASSESSMENT

Contractor shall refer participants who request Specialized Supportive Services to County approved clinical assessment providers per established policy and procedures.

2.10 DEVELOP THE WELFARE-TO-WORK PLAN

The Contractor shall ensure that CalWORKs participants sign a welfare-to-work (WTW) plan within 90 days of their determination of eligibility for aid as posted by the County.

The Welfare-to-Work Plan shall include:

- The specific activity assignments and services that will move the participant into sustained employment.
- The hours of participation required.
- Other details as indicated on the Welfare-to-Work Agreement form that will be provided by the County.

Contractor shall enroll all non-exempt adults in at least 20 hours per week of Direct Work Activities and twelve (12) to fifteen (15) hours per week in other activities that will aid recipients in obtaining employment. Work activities shall be customized for each participant to ensure the most rapid job placement possible and to promote continuous employment once a job is obtained.

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Work activities shall be selected from the approved activities list of approved core activities below. Activities may be required concurrently, and it is anticipated that many participants will be involved in multiple concurrent activities.

- Unsubsidized employment
- Work Experience
- On-the-job training
- Work study
- Self-employment
- Job search and job readiness assistance
- Job skills training directly related to employment
- Vocational education and training
- Education directly related to employment
- Adult basic education (includes basic education, GED, and ESL)
- Substance abuse treatment, mental health services, and domestic violence services
- Post-Employment services:
 - Job retention services
 - Skills and career enhancement
 - Life skills and mentoring

In order to comply with the individualized WtW plan, Contractor shall ensure participants have all the necessary Supportive Services in place prior to the component appointment date. Contractor shall follow up issuances by requesting and obtaining required documentation to substantiate payment.

The Contractor shall be measured in this task. The County shall determine a performance rate by determining the percentage of cases that did not have a WtW Plan within 90 days of CalWORKs case approval or of becoming a mandatory WtW participant. This Contractor performance rate is compared against the County's performance rate. The difference should be within three (3) percentage points and will be the Acceptable Quality Level (AQL) on this standard. This measure is included in Appendix B, Exhibit B-1, Performance Requirement Summary (PRS). The County, at its sole discretion, may change the means of measuring this standard via a Change Notice, as noted in Appendix A, Sample Contract, Section 8.5.1.

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2.11 NON-COMPLIANCE REQUIREMENTS

The Contractor shall hold participants accountable for meeting their WtW responsibilities and their WtW Plan. Contractor shall assist the participant by any reasonable means to ensure the participant remains in compliance with Program expectations. The overall goal of this requirement is to minimize the number of sanctions imposed on a participant with the expectation that the participant understand the importance of compliance, complies with his/her WtW plan, and returns in full compliance into the NE/NS WtW Program.

Should a Participant fail to comply with mandatory appointments or other requirements, the Contractor shall initiate the cause determination by recommending a sanction be imposed on a participant. This sanction generally entails a deduction in the participant's CalWORKs cash grant and is used for the purpose of enforcing the CalWORKs program participation requirements. The Contractor shall promptly notify the participant and the designated staff within time limits prescribed by the County upon determining that the participant has failed or refused to comply with program requirements, including hours of participation.

This actual sanctioning of a participant is a "Discretionary Action." State law requires that only County staff shall take Discretionary Actions on cases. Thus, Contract staff shall solely make recommendations to sanction cases. The County will review the case situation and make the final decision on the sanction recommendation.

The Contractor shall be measured in this task. The County shall determine a performance rate by conducting case reviews. The County shall randomly select cases and review to ensure Contractor took appropriate and timely action, per Applicable GAIN Policies and Procedures. The resulting error rate shall not exceed 10 percent. This percentage shall be the Acceptable Quality Level (AQL) on this standard. This measure is included in Appendix B, Exhibit B-1, Performance Requirement Summary (PRS). The County, at its sole discretion, may change the means of measuring this standard via a Change Notice, as noted in Appendix A, Sample Contract, Section 8.5.1.

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3.0 ADDRESSING BARRIERS TO EMPLOYMENT

The GAIN Program includes a diversity of services that assist participants in overcoming a wide range of barriers to employment. The Contractor shall ensure these services are provided and administered appropriately.

3.1 COORDINATE SUPPORTIVE SERVICES

Supportive Service payments include childcare, transportation, and work-related expense payments (Ancillaries) that are needed to engage in the work activities and to accept and maintain employment. CalWORKs funds are used for the supportive service payments via the GEARS system.

The Contractor shall calculate and authorize supportive service payments using the payment system, methodology, and standards prescribed by the CalWORKs program and by the County. Payment reviews and approvals will be performed by County staff. Contractor will not be responsible for the approvals of supportive services.

3.2 SUPPORTIVE SERVICE PAYMENTS FOR TRANSPORTATION AND ANCILLARIES

Contractor shall ensure all requests for transportation and ancillary benefits are offered using County required forms and are properly documented in the case record and GEARS system. Contractor shall assess the appropriateness of the request, including exploring options in meeting the participant's needs. Contractor shall request from participant all necessary documentation to substantiate the request and maintain verification in the participant's case file. Contractor shall authorize payments via the GEARS system, and make timely and appropriate referrals to the County's Issuance Review team. Payment reviews and approvals will be performed by County staff. Contractor will not be responsible for the approvals of supportive services payments.

For Ancillary benefits, Contractor is to request follow-up documentation and when not provided take appropriate action to report overpayments on the GEARS system.

The Contractor shall be measured in its ability to offer and timely refer participant requests for transportation and ancillary benefits. The County shall determine a performance rate by conducting case reviews. The County shall randomly select cases and review to ensure Contractor took appropriate and timely action, per Applicable GAIN Policies and Procedures. The resulting error rate shall not

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exceed 10 percent. This percentage shall be the Acceptable Quality Level (AQL) on this standard. This measure is included in Appendix B, Exhibit B-1, Performance Requirement Summary (PRS). The County, at its sole discretion, may change the means of measuring this standard via a Change Notice, as noted in Appendix A, Sample Contract, Section 8.5.1.

3.3 COORDINATE CHILDCARE

The Contractor shall assess the participant's childcare needs, offer childcare services using required forms and properly document the offer in the case record. The Contractor refer participants to the appropriate child care Resource and Referral (R&R) agency designated by the County to establish child care arrangements as needed. The Contractor shall assist the participants resolve any subsequent child care problems and work with participants and the R&R agency to establish back-up plans for child care.

The Contractor shall be measured in its ability to offer and timely refer participant requests for childcare benefits. The County shall determine a performance rate by conducting case reviews. The County shall randomly select cases and review to ensure Contractor took appropriate and timely action, per Applicable GAIN Policies and Procedures. The resulting error rate shall not exceed 5 percent. This percentage shall be the Acceptable Quality Level (AQL) on this standard. This measure is included in Appendix B, Exhibit B-1, Performance Requirement Summary (PRS). The County, at its sole discretion, may change the means of measuring this standard via a Change Notice, as noted in Appendix A, Sample Contract, Section 8.5.1.

3.4 CLOTHING RESOURCES

The Contractor shall provide information to each participant about appropriate attire for job interviews and the work site. The Contractor shall require participants to come to program activities dressed for work. If the participant does not have or cannot acquire appropriate attire for a job interview, the Contractor shall make clothing, obtained through donations or other resources, available in Contractor's offices. The Contractor may also assist participants by authorizing an ancillary clothing allowance, as noted in Appendix B, Section 3.2 above.

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3.5 VOCATIONAL/EDUCATIONAL TRAINING

The Contractor shall be responsible for making appropriate and timely referrals to Vocational and/or Educational training programs. Based on the results of a Vocational Assessment (see Appendix B, Section 2.8), the Contractor shall coordinate a Participant's needs for Vocational and/or Educational training, including, but not limited to ESL classes, and shall incorporate this training as part of the Participant's WtW plan (see Appendix B, Section 2.9).

The Contractor shall be measured in its performance in these areas in two ways.

1. As noted in Appendix A, Section 5.4, the County shall compare the Contractors ability to refer and place participants in Voc/Ed Training Programs against that of the non-contracted operations.
2. Additionally, the County shall measure the Contractor's ability to offer services and make timely and appropriate Voce/Ed Training referrals. The County shall determine a performance rate by conducting case reviews. The County shall randomly select cases and review to ensure Contractor took appropriate and timely action, per Applicable GAIN Policies and Procedures. The resulting error rate shall not exceed 5 percent. This percentage shall be the Acceptable Quality Level (AQL) on this standard. This measure is included in Appendix B, Exhibit B-1, Performance Requirement Summary (PRS). The County, at its sole discretion, may change the means of measuring this standard via a Change Notice, as noted in Appendix A, Sample Contract, Section 8.5.1.

3.6 CLINICAL ASSESSMENT, MENTAL HEALTH, DOMESTIC VIOLENCE, AND SUBSTANCE ABUSE

At Intake the Contractor shall conduct a mandatory Specialized Supportive Services (SSS) screening to determine if a participant requires Clinical Assessment (CA), Mental Health (MH), Substance Abuse (SA) and/or Domestic Violence (DV) services. Based on this screening, and/or at anytime the participant life situation would reflect a need for these services, the Contractor shall make prompt referrals to agencies identified by the County to serve CalWORKs participants who need CA, MH, SA, or DV treatment/services. Contractor shall make every effort to assure participants are referred to clinical assessment, domestic violence, mental health, and/or substance abuse services timely and appropriately. In addition, the Contractor must ensure all necessary

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supportive services are authorized to facilitate a participant's participation in these services, encourage participants to attend and complete these services and coordinate with SSS agencies to develop appropriate activities for the participant's Welfare-to-Work Plan.

The Contractor shall be measured in its performance in these areas in two ways.

1. As noted in Appendix A, Section 5.4, the County shall compare the Contractor's ability to motivate and facilitate participant participation in SSS services against that of the non-contracted operations.
2. Additionally, the County shall measure the Contractor's ability to offer services and make timely and appropriate SSS referrals. The County shall determine a performance rate by conducting case reviews. The County shall randomly select cases and review to ensure Contractor took appropriate and timely action, per Applicable GAIN Policies and Procedures. The resulting error rate shall not exceed 5 percent. This percentage shall be the Acceptable Quality Level (AQL) on this standard. This measure is included in Appendix B, Exhibit B-1, Performance Requirement Summary (PRS). The County, at its sole discretion, may change the means of measuring this standard via a Change Notice, as noted in Appendix A, Sample Contract, Section 8.5.1.

3.7 LEARNING DISABILITIES

The Contractor shall be responsible for evaluating participants for existing learning disabilities (LD) and directing them towards appropriate services per established policy and procedures. The Contractor shall ensure LD services are explained, offered and documented in the case record, as appropriate.

3.8 POST EMPLOYMENT SERVICES

Contractor shall offer Post-Employment Services (PES) to participants. The Contractor shall properly document that such services were offered both via the physical case record and the GEARS system. Contractor shall work in conjunction with educational providers and community agencies to inform participants of the many opportunities available through education and training services. Furthermore, to the extent possible, the Contractor shall coordinate Post Employment orientations for employed participants during non-traditional hours in an effort to increase participation.

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The Contractor shall be measured in its ability to offer PTLs and accurately document the offer of PES services. The County shall determine a performance rate by looking at cases where job placements occurred three months prior and assess whether PES services were offered. The County may do this by conducting case reviews and/or through aggregated GEARS data. The County may randomly select cases and review to ensure Contractor took appropriate and timely action, per Applicable GAIN Policies and Procedures. The resulting error rate shall not exceed 3 percent. This percentage shall be the Acceptable Quality Level (AQL) on this standard. This measure is included in Appendix C, Exhibit C-1, Performance Requirement Summary (PRS). The County, at its sole discretion, may change the means of measuring this standard via a Change Notice, as noted in Appendix A, Sample Contract, Section 8.5.1.

3.9 POST TIME LIMIT SERVICES

The Contractor shall ensure Post Time Limit Services (PTLS) are offered to Participants prior to their 60-month CalWORKs participation period. The Contractor shall explain the services available through the GAIN/CalWORKs program and properly document the Participant's decision on whether or not to accept these services.

The Contractor shall be measured in its ability to offer and timely refer participant requests for PTLS. The County shall determine a performance rate by conducting case reviews. The County shall randomly select cases and review to ensure Contractor took appropriate and timely action, per Applicable GAIN Policies and Procedures. The resulting error rate shall not exceed 5 percent. This percentage shall be the Acceptable Quality Level (AQL) on this standard. This measure is included in Appendix C, Exhibit C-1, Performance Requirement Summary (PRS). The County, at its sole discretion, may change the means of measuring this standard via a Change Notice, as noted in Appendix A, Sample Contract, Section 8.5.1.

4.0 PROGRAM OUTCOMES AND STANDARDS

Consistent with the County's goal of administering Programs and Services with specific and measurable outcomes, these contracted services include Performance Outcome Measures that are consistent with the County's GAIN Program goals.

The overall vision of the GAIN Program and this Contract is to assist WtW

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participants in overcoming barriers that would result in economic self-sufficiency and independence from welfare programs. The following goals were developed with this ultimate vision in mind.

4.1 ENSURE PARTICIPATION RATES ARE MET

The Contractor shall ensure that each participant is participating full-time in the work activities as outlined by the State. The requirements are currently as follows:

- 32 hours/week for participants in a one-parent assistance unit.
- 35 hours/ week between the two adults in a two-parent assistance unit.

The Contractor will be measured in its ability to accurately verify employment data both in the physical case record and in the GEARS system. The County shall determine a performance rate by conducting case reviews and interviews of participants and employers. The County shall randomly select cases and review to ensure Contractor took appropriate and timely action, per Applicable GAIN Policies and Regulations. The resulting error rate shall not exceed 5 percent. This percentage shall be the Acceptable Quality Level (AQL) on this standard. This measure is included in Appendix B, Exhibit B-1, Performance Requirement Summary (PRS). The County, at its sole discretion, may change the means of measuring this standard via a Change Notice, as noted in Appendix A, Sample Contract, Section 8.5.1.

4.2 HELP PARTICIPANTS BUILD EMPLOYABILITY

The Contractor shall make efforts to ensure that participants continue to participate full-time in approved work activities. The Contractor shall emphasize and build upon the strengths of the Participants, rather than focusing on limitations and barriers. Personal and other barriers to employment shall be resolved, emphasizing the personal responsibility of the participant and the program options available to the participants. Case managers and participants shall work together to identify the underlying cause of the barriers and jointly develop a plan to prevent recurrence.

The Contractor shall be responsible for providing job placement assistance throughout the participant's involvement in GAIN. The Contractor shall determine the most appropriate job placement strategies for each participant with the goal of long-term employment.

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The Contractor shall provide dedicated case managers to serve as Job Developers in developing job opportunities that would be of specific interest to its NE/NS population.

Note, a “job,” “job placement,” and “employment” shall be defined consistent with “Applicable GAIN Policies and Regulations.” The Contractor shall be mindful of the overall goal of the CalWORKs and GAIN programs: self-sufficiency. Accordingly, the Contractor is to seek jobs that provide for wage progression and advancement.

4.3 ENSURE SUSTAINED EMPLOYMENT AND SELF SUFFICIENCY

The Contractor shall utilize training and education resources within the region that participants can use to upgrade their skills after they have obtained a job. The Contractor shall link employed participants to these resources on a case-by-case basis to help them qualify for promotions or better-paying jobs, with the goal of permanent independence from welfare.

The Contractor will be measured in its ability to assist participants in sustaining employment both 6 months and 12 months after a job placement. The County shall determine a performance rate by using aggregated GEARS data. The resulting performance rate is compared with that of non-contracted GAIN operations. The difference between the two rates may not exceed 3 percentage points. This percentage shall be the Acceptable Quality Level (AQL) on this standard. This measure is included in Appendix B, Exhibit B-1, Performance Requirement Summary (PRS). The County, at its sole discretion, may change the means of measuring this standard via a Change Notice, as noted in Appendix A, Sample Contract, Section 8.5.1.

4.4 PERFORMANCE OUTCOME MEASURES

The proposed Contract will include three specific Performance Outcome Measures that are consistent with Department goals for the overall GAIN Program. These measures measure a WtW operation’s ability to get participants employed, as well as the operation’s ability to meet barriers to employment. Should there be a change in federal, State and/or County policies/regulations, the County may amend these Outcome Measures via a contract amendment, as detailed in Appendix A, Section 8.5.

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These measures, as applied to NE/NS WtW Services are as follows:

- “Employment Rate” - The percentage of all aided NE/NS WtW participants employed (see subsection 4.4.1 hereunder).
- “Specialized Supportive Services Access Rate” - The percentage of NE/NS WtW participants that:
 - 1) have been referred for Clinical Assessment, Domestic Violence Services, Mental Health Services, and/or Substance Abuse Services;
and
 - 2) have actually used the referral to begin these services.

(See subsection 4.4.2 hereunder.)

- “Education/Training Participation Rate” - The percentage of all active NE/NS WtW participants that are in an education and/or training WtW activity (see subsection 4.4.3 hereunder).

As noted in Attachment A, Sample Contract, Section 5.4, these three Outcome Measures are subject to financial incentives and/or financial deductions based on Contractor performance in comparison with the County’s non-contracted GAIN operations.

- .1 An “Employment Rate” shall be determined by dividing the number of aided NE/NS WtW participants in the Contractor’s caseload with any employment, as defined by Applicable GAIN Policies and Procedures, by the total number of aided NE/NS WtW participants in the caseload. This rate will be based on aggregated data derived from the County’s GEARS system. A comparable rate will be determined for the County’s non-contracted GAIN operations and will serve as a benchmark in measuring the Contractor’s performance. Employment will be subject to review and verification, as deemed necessary by the County. The rate may be adjusted if upon review, data is found to not support an employment credit. The County will have zero tolerance for any data manipulation committed by the Contractor.
- .2 A “Specialized Supportive Services Access Rate” shall be determined by dividing the number of aided NE/NS WtW participants in the Contractor’s caseload that were referred to Specialized Supportive Services by the total number of referred NE/NS WtW participants in the caseload that actually

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attended. A comparable rate will be determined for the County's non-contracted GAIN operations and will serve as a benchmark in measuring the Contractor's performance. The Contractor's performance rate will be subject to review and verification, as deemed necessary by the County. The rate may be adjusted if upon review, data is found to not support an SSS access credit. The County will have zero tolerance for any data manipulation committed by the Contractor.

- .3 An "Education/Training Participation Rate" shall be determined by dividing the number of aided NE/NS WtW participants active in an Education/Training WtW component and in the Contractor's caseload divided by the total number of number of aided NE/NS WtW participants in the Contractor's caseload. A comparable rate will be determined for the County's non-contracted GAIN operations and will serve as a benchmark in measuring the Contractor's performance. This rate will be subject to review and verification, as deemed necessary by the County. The Contractor's performance rate may be adjusted if upon review, data is found to not support a participation credit. The County will have zero tolerance for any data manipulation committed by the Contractor.

4.5 PERFORMANCE REQUIREMENT STANDARDS

The proposed Contract will include 15 Performance Requirement Standards that will measure the Contractors performance related to Program and operational measures and are indicative of quality case management services.

Appendix C, Technical Exhibit C-1 includes a Performance Requirement Summary (PRS) chart that summarizes the 15 PR Standards and their corresponding Acceptable Quality Levels (AQL). The PRS chart includes references in the RFP that provide additional detail on how these Standards will be measured. Standards 1 through 4 are generally related to Program outcomes. Standards 5 through 7 are generally related to procedural requirements that are structured to ensure quality services. Standards 8 through 14 are generally related to services Contractors are to offer to address barriers to employment. Standard 15 is related to Customer Service.

The County, at its sole discretion, may make changes in the PRS via a change notice, as noted in Appendix A, Section 8.5.1.

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5.0 ADMINISTRATIVE TASKS

The Contractor shall have responsibilities outside of GAIN Program requirements. The Contractor shall also have administrative responsibilities that are necessary in administering the County's WtW Program to the community.

5.1 COORDINATE AND MAINTAIN COMMUNITY NETWORKS AND RESOURCES PROVIDED BY DPSS

The Contractor shall coordinate the provisions of WtW related services with agencies that have established agreements with the County. The Contractor shall establish and maintain a good working relationship with the network of community providers.

5.2 COORDINATION WITHIN THE COMMUNITY

In administering the NE/NS WtW Program, Contractors will work within the community in providing coordinated services and meeting the needs of the general community. Organizations that the Contractor is expected to cultivate active working relations are, at minimum, the following:

- Local CalWORKs District and GAIN Regional offices.
- Local County offices that provide health and human services.
- Community welfare advocacy groups,
- Community groups that serve the NE/NS population.

Contractor shall meet with community organizations and on a regular basis and attend community meetings when asked by CalWORKs Districts and/or GAIN Regions,

5.3 RESPONSIVENESS TO COMMUNITY NEEDS

Contractor shall be responsive to the community needs. The Contractor shall provide a chain of command, including a Community Liaison, for County review and approval. Contractor shall respond to advocate concerns within a reasonable time period, as defined by DPSS policy. As necessary, Contractor shall involve the Contract's CCA and/or DPSS Program Staff in resolving disputes between the Contractor and community organizations. Contractor shall maintain a log of all community inquiries regarding NE/NS WtW Services, and

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provide a copy of this log with the Contractor's Monthly Management Report (Appendix B, Section 5.5).

5.4 CASE RECORDS

The Contractor shall maintain a current and complete case record on GEARS for each participant referred and ensure all components are entered into GEARS correctly and according to existing policy and procedures. The County shall provide training to the Contractor regarding the use and maintenance of case records on GEARS.

The Contractor shall maintain a physical case record. Contractor shall ensure that the case records are organized in the manner prescribed by DPSS. The content of the physical case records shall abide by applicable DPSS guidelines.

When WtW Services end and the case record is no longer needed, Contractor shall follow DPSS policies regarding case storage. Contractor shall not dispose of case records or any document containing participant information, in any manner outside of DPSS policies without DPSS approval.

5.5 REPORTING TASKS

The Contractor shall make reports as may be required by the County concerning its activities as they affect the contract duties and purposes contained herein.

The Contractor shall complete a Monthly Management Report (MMR), in the manner to be described by the County. The MMR for each service area shall be submitted to the County Contract Administrator (CCA) with the monthly invoice by the 15th calendar day of each succeeding month and shall contain:

- A narrative of any concerns and/or changes in staff, sites, session scheduling, participant scheduling (backlogs), recommendations for systems improvements, and/or other processes as necessary.
- A minimum of two participant success stories.
- Any other ad hoc statistical reports as requested by the County and by the due date established by the County.
- A discussion of the Contractor's degree of success in achieving desired Program Outcomes, and Performance Requirement Standards.

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- A list of all trainings provided by the Contractor in the month.
- A list of all complaints received by the Contractor in the month, including the resolution on the complaint.
- A list of all Appeal Hearing decisions received and their resolution.
- Additional information may be required at County discretion,

5.6 WELFARE FRAUD

Contractor shall preserve the integrity of the GAIN Program and County resources by having an active fraud prevention program. At minimum, Contractor shall adhere to County's welfare fraud reporting responsibilities and make fraud referrals when case documentation is questionable. Additionally, Contractor shall safeguard against contractor employee fraud by including specific monitoring provisions in their Quality Control Plan (see Section 5.9 below).

Contractor shall also make available all records to the County related to this Contract. The County may review these records without advance notice, as deemed necessary by the County.

5.7 CASE APPEALS

Contractor shall provide timely responses to DPSS' Appeals and State Hearing (ASH) section. ASH serves as the liaison on case decisions made on participant appeals related to their cases. Contractor is expected to be responsive to ASH's instructions, respond in a timely manner, and when decisions on the appeals are known, adhere to ASHs mandate and implement the required action immediately. Contractor shall maintain a listing of ASH cases processed and include in their Monthly Management Report (Appendix B, Section 5.5).

5.8 CUSTOMER SERVICE

Contractor shall implement an active Customer Service Program that is consistent with the County's vision, as detailed in this RFP's Preamble. The Customer Services Program must be approved by DPSS and changes to the Program must be made within ten (10) business days.

DPSS shall monitor the quality of the Contractor's Customer Service by randomly selecting participants for telephone and/or site surveys. Of those surveyed, 90

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percent are to report satisfaction with Contractor services. A deviation of 5 percent (i.e., no less than 85 percent satisfaction) shall serve as the Acceptable Quality Level (AQL) on this standard. This measure is included in Appendix B, Exhibit B-1, Performance Requirement Summary (PRS). The County, at its sole discretion, may change the means of measuring this standard via a Change Notice, as noted in Appendix A, Sample Contract, Section 8.5.1.

Additionally, Contractor is expected to meet the following goals, consistent with DPSS goals:

- 90 percent of all participants should wait no more than 20 minutes from their appointment time before being seen.
- Contractor is expected to respond to inquiries within 4 hours.

5.9 QUALITY CONTROL

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County of a consistently high level of service quality and job placements throughout the term of this Contract. The Plan shall be submitted to the CCA for review and approval. The Plan shall be effective on the Contract start date and will be updated and re-submitted for CCA approval as changes occur. The plan shall include, but not be limited to, the following:

- The method for ensuring the services, deliverables, and requirements defined in the contract are being provided at or above the level of quality agreed upon by the County and the Contractor.
- The method for assuring that professional staff rendering services under the contract has the necessary prerequisites.
- The method for identifying and preventing deficiencies in the quality of service before the level of performance becomes unacceptable.
- A commitment to provide to the County upon request a record of all inspections, the corrective action taken, the time and problem is first identified, a clear description of the problem and the time elapsed between identification and completed corrective action.
- The method for continuing to provide services to the County in the event of a strike or other labor action of the Contractor's employees.

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- The method of safeguarding the integrity of the County's WtW/GAIN Program by actively preventing against all forms of fraud.

5.10 COMPLAINTS

The Contractor shall establish a procedure to resolve GAIN participant and community grievances, including Civil Rights complaints, before they reach a formal complaint level. (See Appendix A, Sample Contract, Section 8.6.) The Contractor shall designate a Complaint Liaison to coordinate responses on complaints.

The Contractor shall process Civil Rights complaints by allowing the participant to file a Civil Rights complaint via the PA 607, Complaint of Discriminatory Treatment form with Contract Manager, or directly with DPSS' Civil Rights & Customer Relations Section at (562) 908-8501. A thorough review and response to these complaints is necessary to ensure corrective action is taken.

5.11 TRAINING

The Contractor is responsible for ensuring their staff, both existing and new, are properly trained in all areas related to providing NE/NS WtW services. The Contractor shall coordinate with DPSS in scheduling trainings.

5.12 CONFIDENTIALITY

The Contractor shall establish procedures to protect all participant level information and shall not make available participant information outside of DPSS and its partners without written consent from DPSS and the participant. (See Appendix A, Sample Contract, Section 7.5.)

5.13 SECURITY

The Contractor shall have in place an active security plan.

The Contractor shall, to the extent possible, ensure the safety of all NE/NS participants referred to them, of all employees (Contractor, County and/or partnering agencies) and of the general public visiting Contractor offices.

The Contractor shall provide all security measures to ensure that the GEARS and all other equipment is secure and confidentiality is maintained. The Contractor shall also meet any additional security measures as required by the County. The Contractor's security measures must be approved by the County.

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If the Contractor requires changes in a GEARS terminal and/or printer location, the Contractor shall provide a minimum of sixty (60) days prior written notice to the County, pay for all expenses of the County moving the computer equipment to the new location, and provide a dedicated electrical circuit for County-provided computer equipment.

The Contractor shall safeguard the integrity of all County systems by ensuring that all Contractor employees abide by the County's User policies. The Contractor shall follow County policies by sharing the user policy with its employees, obtained signed User Agreements, and monitoring compliance. At minimum, Contractors must ensure that all Contractor staff no longer working under this contract shall have their computer accounts deleted.

To the extent that negotiables are provided to the Contractor by the County, the Contractor shall maintain these negotiables in a secure area and keep accurate records on their issuance. The County's Program Integrity Compliance Officer (see Appendix B, Section 6.1.1.D) shall review these records on no less than a monthly basis. The Contractor shall be responsible for all negotiables that are not accounted for. At minimum, the face value of all unaccounted negotiables will be directly deducted from the Contractor's monthly payment(s) for the next month(s).

5.14 COOPERATION WITH COUNTY MONITORING/COUNTY OVERSIGHT

The Contractor shall fully cooperate in assisting the County in its monitoring and oversight responsibilities. The County shall make every effort possible in minimizing any adverse impacts this may have on service delivery, and to the extent possible, shall give advance notice of pending reviews. However, advance notice is not required for the County to conduct its reviews.

The Contractor shall provide all cases requested by County monitors and shall ensure all appropriate casework is filed in the case. Failure to provide the case file may, at minimum, be deemed an "error" and will adversely affect the Contractor's performance rates as measures in Appendix C-1 and described throughout this Appendix B. Furthermore, failure to provide a requested case may be deemed a serious lack of administrative oversight in safeguarding a Participant's confidentiality.

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5.15 CONTRACT START-UP

Prior to providing services, the Contractor shall ensure all necessary staff are hired and trained, and all Contractor furnished items (Appendix B, Section 6.2.2) are in place.

6.0 RESPONSIBILITIES

The following identifies the responsibilities of County and Contractor.

6.1 COUNTY RESPONSIBILITIES

6.1.1 *County Personnel*

A. County Contract Administrator (CCA):

The County will designate one (1) person who will act as the County Contract Administrator (CCA) for the County. Specifically, the CCA shall:

- Have full authority to monitor the Contractor's performance in the daily operation of this contract.
- Provide direction/serve as liaison to the Contractor in areas relating to policy, information, and procedural requirements.
- Negotiate with the Contractor on changes in service requirements pursuant to Appendix A, Sample Contract, Section 8.5 of this RFP.
- The County will inform the Contractor of the name, address, and telephone number of the CCA, in writing, at the time this contract is awarded, and at any time thereafter a change of CCA is made.
- Not be authorized to make any changes in the Standard Terms and Conditions of the contract or to obligate Los Angeles County in any way whatsoever.

B. Quality Assurance Evaluator (QAE):

The County will designate one (1) or more persons who will act as a Quality Assurance Evaluator(s) for the County on all services, requirements, and deliverables pertinent to the contract and monitor the Contractor's performance under the contract using the quality assurance

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procedures established in Appendix C, Technical Exhibit C-1, Performance Requirements Summary, or any other procedures that may be necessary to ascertain that the Contractor is in compliance with this Contract. One of the QAE staff may also be the CCA. Specifically, the QAE shall:

- Ensure that services, requirements, and deliverables of the contract are met and evaluate the Contractor's performance under this Contract.
- Advise the CCA as to the Contractor's performance in areas relating to services, requirements, and deliverables.
- Inform the Contractor of the name, address, and telephone number of the QAE, in writing, at the time this Contract is awarded, and at any time thereafter a change of QAE is made.
- Not be authorized to make any changes in the terms and conditions of this Contract or to obligate the County in any way whatsoever.

C. GAIN Program Liaison

County shall provide a liaison to work with the Contractor on questions related to GAIN Program and/or GAIN operations.

D. Program Integrity Compliance Officer (PICO)

The County will designate one (1) or more persons to perform the duties of the PICO in the contracted area. The PICO will be responsible for monitoring the integrity of the GAIN Program and DPSS resources, as well as ensuring Contractor is actively addressing safeguards to address fraud.

E. Contract Monitor(s)

County shall provide Contract Monitor(s) that may monitor all provisions under the contract. Monitoring may include Administrative Monitoring primarily involving with the contract's terms and conditions, Fiscal Monitoring related to the contract's fiscal provisions, and Service Delivery Monitoring related to the contract's Statement of Work and Performance Requirement Standards.

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F. Issuance Review Staff

County shall provide staff to conduct mandatory County level Issuance Reviews. Current County policy requires that all benefit issuances authorized by contractor staff must be reviewed by two County employees. Accordingly, the County shall provide staff to conduct these reviews and provide guidance when approval requests require additional verification and/or information.

G. Compliance Review Staff

County shall provide staff to conduct Compliance Reviews and make final authorizations to approve Contractor recommendations to take action that will result in grant reductions. Such “discretionary action” cannot be made by contracted staff. Accordingly, Contractor staff shall make recommendations to the Compliance Review staff and in turn, they will make the final determination to impose a sanction (see Appendix B, Section 2.10).

6.1.2 *County Furnished Items*

All County furnished items are provided by the County for the duration of the contract only, and solely for the performance of this contract. The County shall provide no materials, equipment, and/or services necessary to perform case management, except as identified below.

A. Complaints

The County will provide a procedure through which a GAIN participant shall have the opportunity to present a complaint or grievance about the Contractor’s services, including Civil Rights Complaints.

B. Information Technology

The County will provide, or cause to be provided, at no cost to the Contractor(s), the following Information Technology:

- One GEARS workstation for each case manager, supervisor and other necessary personnel, as deemed necessary by the County.

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- One Lotus Notes or comparable e-mailing/database system to each Contractor staff deemed essential by the County in having access to this system.
- Internet account for each Contractor staff deemed essential by the County in having access to the Internet.
- Corresponding User Policy and Agreement forms to ensure the systems are safeguarded against misuse.
- Necessary service and upkeep on the systems.
- Any additional IT resources deemed necessary by the County.

An inventory of all County-furnished equipment, computer terminals, personal computers (PCs) and furniture shall be initially established by the County and verified by the Contractor at start-up. The Contractor shall thereafter maintain the inventory. At contract termination, all County provided space, furniture, and equipment shall be returned to the County.

If damages to equipment and/or theft of equipment occur due to the Contractor's negligence as determined by the County, the Contractor shall be responsible for the cost of repairs/replacements and will be billed by the County. Site inspections may be made by DPSS Property Management and/or other County or local government personnel (fire, city, etc.).

Contractor must maintain the security and integrity of the GEARS computer system by having up-to-date GEARS User Agreements on-file for each end-user and disallowing the sharing of access codes and passwords between staff.

The County must evaluate and approve all software or tools used in the operation or support of the GAIN Case Management Operations. All approved software must be compatible with County standards and hardware and software standards.

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C. Training

The County shall provide training comparable to that received by County GAIN staff. This includes the following:

- GAIN Program Training
- GAIN Policies and Procedures Training
- Fraud Training
- Civil Rights Training

The County may add mandatory trainings of all Contractor staff, as deemed necessary by the County.

D. Materials

The County shall supply to the Contractor:

- DPSS Operations Handbook, Section 21, Civil Rights Program, Civil Rights Handbook and Desk Reference Guide
- Applicable DPSS Policies
- GAIN Program Handbook
- Los Angeles County Fiscal Manual, as deemed appropriate by the County
- A supply of Civil Rights Complaint forms, PA 607 (for use by GAIN referred participants in reporting civil rights complaints), and all other County-required forms in the various Threshold Languages
- Required Posters
- A list of County-observed holidays
- Materials and videos for staff training
- DPSS hiring guidelines for Contractor use in assessing the appropriateness of hiring Contracted staff under this Contract.

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E. Public Assistance

The County will continue to provide CalWORKs financial assistance to eligible participants. The lifetime limit for adult CalWORKs assistance is 60 months, with certain exceptions identified in State law.

F. Language Line Accounts

The County shall provide Language Line accounts to assist the Contractor in serving participants in languages that staff may not be able to communicate in. The Contractor shall not use this resource in meeting the primary language needs in its Service Area. The County shall monitor compliance with Language Line usage. Any misuse of this resource shall not be tolerated and will be deducted from the Contractor's payment.

G. Emergency Issuances

The County shall provide procedures in allowing for emergency issuance of GAIN benefits. These procedures will involve referrals to County staff to issue the benefits, and will not involve the provision of negotiables to the Contractor, outside of transportation tokens.

H. County's Quality Assurance Plan

The County or its agent will evaluate the Contractor's performance under this Contract on no less than a quarterly basis. Such evaluation will include assessing the Contractor's compliance with all contract terms, Outcome Measures and Performance Standards (Appendix B, Technical Exhibit 1, Performance Requirements Summary). (Appendix C, Technical Exhibit C-1 provides an overview of the monitoring approach and techniques that may be used in monitoring this Contract.) The Contractor's deficiencies, which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected, may be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

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Performance evaluation meetings shall be held jointly by DPSS and the Contract Manager as often as deemed necessary by the CCA. However, if a Contract Discrepancy Report (Appendix C, Technical Exhibit C-2) is issued, at the discretion of the CCA, a meeting shall be held within five (5) business days, as mutually agreed, to discuss the problem.

Action items from any Performance Evaluation Meeting shall be prepared by the CCA and signed by the Contract Manager and CCA. Should the Contract Manager not concur with the action items, he/she shall submit a written statement to the CCA within ten (10) business days from the date of receipt of the signed action items. The Contract Manager's written statement shall be attached to the CCA's action items and be a part thereof. Failure to do so shall result in the acceptance of the action items as written. If any dispute is still unresolved, the decision of the CCA will be final.

CONTRACT DISCREPANCY REPORTS

Verbal notification of a contract discrepancy will be made to the Contract Manager or designee as soon as possible whenever a contract discrepancy is identified. The Contract Manager shall resolve the problem within a time period agreed upon by the County and the Contractor.

The CCA will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the CCA within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted within ten (10) business days.

6.2 CONTRACTOR RESPONSIBILITIES

6.2.1 *Contractor Personnel*

A. General

The Contractor shall:

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- Identify, under sworn statement, all Contractor employees who are receiving public assistance and ensure that any employee receiving public assistance has met his/her reporting responsibility to the County and has no access to County and Contractor records of any friends, relatives, business relations, personal acquaintance, tenants, or any individual whose relationship could reasonably sway his/her conduct or performance on the job. Access includes, but is not limited to, determining eligibility for public assistance, transmitting computer data, and physical possession of case documents.
- Be responsible for removing and replacing, within twenty-four (24) hours, any Contractor employee performing services under the contract and insuring that such individual's duties are satisfactorily performed until a replacement can be arranged, when reasonably requested to do so by the County Contract Administrator. Such a request will come from the County Contract Administrator and will be consistent with Appendix A, Section 8.41.
- Furnish supervisory, administrative, and direct labor personnel to accomplish all work required by the contract.
- Provide bilingual, culturally sensitive staff for all public contact positions.
- Ensure all Contractor personnel meet DPSS' Hiring Guidelines and the minimum requirements listed in Appendix C-6. Additionally, the Contractor shall ensure that all case managers meet the minimum requirements listed in Appendix C, Exhibit C-7.
- Have an active recruitment program that will ensure staff turnover is promptly addressed.

B. Contract Manager and Alternate

The Contractor shall provide a Contract Manager and alternate who will act as primary liaison with DPSS and be responsible for the overall management and coordination of this contract. The Contract Manager and alternate shall be identified in writing prior to contract award and at

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any time thereafter a change of Contract Manager or alternate is made. Specifically, the Contractor Manager, or his/her alternate, shall:

- Have full authority to act for the Contractor on all contract matters relating to the daily operation of this contract.
- Be available between 8:00 a.m. and 5:00 p.m., Monday through Friday, except County holidays.
- Be able to read, write, speak, and understand English fluently.

C. Contractor Case Management Operations and Services Staff

The Contractor shall provide and ensure there is sufficient staff, including bilingual personnel with the professional background, training, and experience to provide the services required by this contract.

D. Required Positions

Contractor shall be required to provide the following positions:

- Case Managers (equivalent to the County's GAIN Services Workers). Note, case managers are to meet the minimum requirements listed in Appendix C, Exhibit C-7.
- Case Manager Supervisors (equivalent to the County's GAIN Service Supervisors).
- One Job Developer to focus on proactively finding job leads appropriate to the NE/NS population.
- One Specialized Supportive Services (SSS) to serve as the Contractor's primary contact on issues related to SSS.
- Appropriate clerical support to assist unit operations and other administrative duties.

6.2.2 Contractor Furnished Items

A. Equipment/Supplies

The Contractor shall provide training materials, supplies, and support equipment necessary to perform all services required by this Statement

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of Work and adhere to all requirements imposed on the Contractor by the contract. The Contractor shall also provide office-related items such as personal computers, printers and monitors, fax machines, photocopy machines, video tape players (e.g., VHS players) and monitors, and other program-related items, as required by the County. Equipment purchased with contract funds will be considered County property. All purchases must be reported to the County for tracking purposes.

B. Materials

The Contractor shall post in each Contractor facility, where they are easily accessible to employees and GAIN participants, Equal Employment Opportunity (EEO), State-approved Nondiscrimination In Services notices, and any other required notices, per instructions of the CCA. The Contractor may obtain EEO notices from:

U.S. Equal Employment Opportunity Commission
255 East Temple Street, 4th Floor
Los Angeles, California 90012

C. Facilities and Maintenance

The Contractor shall provide at minimum, one facility within the Service Area they are providing services. The facility shall be located in an area that is easily and readily accessible to the majority of NE/NS Participants being served.

Contractor shall provide all furniture, equipment, maintenance, security, telephone installations, parking and other services necessary for the operations of the facility as a GAIN site.

Contractor shall, at minimum, make available an area for each County staff to conduct reviews. At minimum, this area shall include a desk and a County installed data jack.

Contractor shall maintain facilities in a manner consistent with the County's Work First initiative. Facilities should be clean, well lit, and provide a business-like environment for all welfare-to-work participants. Additionally, Contractor shall be able to provide services during regular business hours as defined by the County. Contractor shall maintain the same hours and days of operation applicable to the County.

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Each Contractor public contact office must post universal directional and/or multilingual directional signs, informational signs and posters as required by the California Department of Social Services Manual of Policies and Procedures, Division, 21. (This can be accessed at http://www.dss.cahwnet.gov/ord/CDSSManual_240.htm.) The Contractor shall also provide an environment readily accessible to individuals with disabilities as described in the following: Title II of the Americans with Disabilities Act of 28 CFR Part 35, Appendix A of 28 CFR, which contains ADA Accessibility Guidelines that govern the physical accessibility requirements of state and local governments, and Title 24 of the California Code of Regulations (CCR), Parts 1, 2, 3, 5, 8 and 12, which contain the regulations governing structural accessibility for individuals with disabilities in public facilities in the State of California.

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APPENDIX C

STATEMENT OF WORK TECHNICAL EXHIBITS

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TECHNICAL EXHIBIT C-1

PERFORMANCE REQUIREMENTS SUMMARY

1.1 INTRODUCTION

This technical exhibit lists the minimum required services that will be monitored by the County during the term of the Contract. It indicates the required services, the Standards for performance, maximum deviation from the Standard(s) before service(s) will be determined to be unsatisfactory, and the County's preferred method of monitoring.

All listings of required services or Standards used in this Performance Requirements Summary are intended to be completely consistent with the main body of this Contract and Appendix B, Statement of Work and are not meant in any case to create, extend, revise, or expand any obligation of the Contractor beyond that defined in the main body of this Contract and Appendix B. In any case of apparent inconsistency between required services or Standards as stated in the main body and Appendix B, and this Performance Requirements Summary, the meaning apparent in the main body and Appendix B, will prevail. If any required service or Standard seems to be created in this Performance Requirements Summary which is not clearly and forthrightly set forth in the main body or Appendix B, that apparent required service or Standard will be null and void and place no requirement on the Contractor and will not be the basis of the assignment of any points.

Because the provision of services to WtW participants is critical to the mission of DPSS, the County expects a high Standard of Contractor performance. DPSS will work with the Contractor to resolve any areas of difficulty brought to the attention of the County Contract Administrator by the Contractor before the allowable deviation from acceptable Standard should occur. However, it is the Contractor's responsibility to provide the services set forth in the Statement of Work, Appendix B, and summarized in the Performance Requirements Summary.

1.2 PERFORMANCE REQUIREMENTS SUMMARY CHART

The Performance Requirements Summary Chart is at the end of this exhibit and lists:

- This Contract's requirements considered most critical to acceptable contract performance (Column 1 of chart).

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- The Acceptable Quality Level (AQL) (Column 2 of chart).

1.3 QUALITY ASSURANCE

On no less than a quarterly basis, the Contractor's performance will be compared to this Contract's Standards and Acceptable Quality Levels (AQL's) using the County's Quality Assurance Monitoring Plan (QAMP).

The County may use a variety of inspection methods to evaluate the Contractor's performance. The methods of monitoring that may be used are (but are not limited to):

- \$ Random sampling.
- \$ Activity checklists.
- \$ One hundred percent inspection of items, such as reports and invoices, on a periodic basis as determined necessary to assure a sufficient evaluation of Contractor performance.
- \$ Review of computer-generated and manual reports and files.
- \$ Participant/Community complaints and/or participant questionnaires.
- \$ Participant interviews.
- \$ Case reviews.
- \$ Observation of Contractor operations.

1.4 CONTRACT DISCREPANCY REPORT (CDR)

Performance of a Required Service is considered acceptable when the percent of discrepancies found during contract monitoring procedures does not exceed the percent of discrepancies allowed by the AQL. When the performance is unacceptable, the Contractor shall be required to respond within ten (10) business days, to a Contract Discrepancy Report (CDR). The CDR will require the Contractor to explain in writing the reasons for such unacceptable performance, and how performance will be returned to an acceptable level, and how recurrence of the problem will be prevented. The CCA will evaluate the Contractor's explanation and determine if the corrective action is appropriate. The CDR is in Appendix C, Technical Exhibit C-2.

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AQL's are defined in a variety of ways. An explanation of how AQL's are used is included in Attachment B, Statement of Work, in the sections referenced in each of the standards listed on the PRS.

1.5 CRITERIA FOR ACCEPTABLE OR UNACCEPTABLE PERFORMANCE

In monitoring the Contractor's performance in this area, samples are selected at random so that they will be representative of a population of interest. Selections used in sample are used to measure performance on the Standard, and conclusions are made about Contractor performance for the whole population.

The random sampling plan includes the following information:

Acceptable Quality Level (AQL) - The maximum percent of defects that can occur and still meet this Contract's Standard for satisfactory performance.

Lot Size (Population) - The total number of units or services provided.

Sample Size - The number of units to be checked in a given time period.

The AQL for each sampling is taken from the Performance Requirements Summary. The lot size is determined by selecting a population that the County determines appropriate for their review. To ensure each service has an equal chance of being selected, a random number table, or other automated sampling tool, is used to determine the sample from the appropriate lot size.

When sampling is used, Contractor performance is deemed *Unsatisfactory* when the results of a review fail to meet the AQL, as defined for each standard in the RFP Appendix section referenced in the Technical Exhibit 1 below.

1.6 REMEDY OF DEFECTS

Notwithstanding a finding of unsatisfactory service and assessment of Unsatisfactory Performance Indicators, the Contractor must, within ten (10) work days, remedy any and all defects in the provision of the Contractor's services and, as deemed necessary by the CCA, perform such services again at an acceptable level. Failure to correct the deficiency can result in termination of the contract.

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1.7 UNSATISFACTORY PERFORMANCE REMEDIES

When Contractor performance does not conform to the requirements of this Contract, the County will have the option to apply the following nonperformance remedies:

- \$ Require the Contractor to implement a formal corrective action plan, subject to approval by the County. In the plan, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- \$ Reduce, suspend or cancel this Contract for systematic, deliberate misrepresentations, or unacceptable levels of performance.
- \$ Have the failed service performed by others at Contractor's expense. Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) work days shall constitute authorization for the County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said service(s), as determined by the County, shall be the full responsibility of the Contractor.

SUBJECT TO BOARD OF SUPERVISORS APPROVAL**PERFORMANCE REQUIREMENTS SUMMARY (PRS)**

SERVICE STANDARD NUMBER	SERVICE STANDARD	AQL (%)
1	Meet County's initial (entry level) wage rate. (Reference: Appendix B, Section 4.1.)	3%
2	Ensure employment data is accurately input to GEARS. (Reference: Appendix B, Section 4.1.)	7%
3	Maintain at least the same percentage of participants employed 6 months after a job placement as the County. (Reference: Appendix B, Section 4.3.)	3%
4	Maintain at least the same percentage of participants employed 12 months after a job placement as the County. (Reference: Appendix B, Section 4.3.)	3%
5	Ensure participants have an approved welfare-to-work plan within 90 days of approval of CalWORKs aid. (Reference: Appendix B, Section 2.10.)	3%
6	Ensure participants are assigned to work activities (GAIN components) within 30 days. (Reference: Appendix B, Section 2.2.)	3%
7	Ensure participants are assigned to education and/or training components. (Reference: Appendix B, Section 3.5.)	5%
8	Initiate non-compliance activities within prescribed time frames. (Reference: Appendix B, Section 2.11.)	10%
9	Ensure childcare services are offered. (Reference: Appendix B, Section 3.3.)	5%
10	Ensure transportation requests are offered and are initiated timely. (Reference: Appendix B, Section 3.2.)	10%
11	Ensure ancillary requests are offered, as appropriate, are initiated timely and are timely verified. (Reference: Appendix B, Section 3.2.)	10%
12	Ensure specialized supportive services (mental health, domestic violence, and substance abuse) are discussed and offered as appropriate. (Reference: Appendix B, Section 3.5.)	3%
13	Offer post-employment services to employed participants within 3 months of employment. (Reference: Appendix B, Section 3.8.)	3%
14	Ensure participants who are terminated, or about to be terminated, for having exhausted their 60-month aid limit are offered post time limit services. (Reference: Appendix B, Section 3.9.)	5%
15	Ensure staff shows courtesy to participants. (Reference: Appendix B, Section 5.8.)	3%

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Technical Exhibit C-2

**CONTRACT DISCREPANCY REPORT
(SAMPLE)**

TO:

FROM:

DATES:

Prepared:
Returned by Contractor:
Action Completed:

DISCREPANCY PROBLEMS: _____

Signature of QAE/CCA Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

Signature of Contract Manager Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

Signature of QAE/CCA Date

COUNTY ACTIONS: _____

Contractor Notified of Action: _____

Signature of County Contract Administrator

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Technical Exhibit C-3

Page 1 of 7

WORKLOAD PROJECTIONS FOR JUNE 2005 - MAY 2006*

SERVICE AREA 1

PROJECTIONS TO BE INSERTED PRIOR TO RELEASE OF RFP

LANGUAGE	FY 05-06												
	Jun 05	Jul 05	Aug 05	Sept 05	Oct 05	Nov 05	Dec 05	Jan 06	Feb 06	Mar 06	Apr 06	May 06	Annual Average
Arabic													
Armenian													
Amharic													
Cambodian													
Chinese													
Croatian													
Farsi													
French													
Hindi													
Hungarian													
Indonesian													
Korean													
Illacano													
Russian													
Samoan													
Tagalog													
Thai													
Vietnamese													
Sign Language													
Lithuanian													
Somali													
Totals													

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Technical Exhibit C-3

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WORKLOAD PROJECTIONS FOR JUNE 2005 - MAY 2006*

SERVICE AREA 2

PROJECTIONS TO BE INSERTED PRIOR TO RELEASE OF RFP

LANGUAGE	FY 05-6												
	Jun 05	Jul 05	Aug 05	Sept 05	Oct 05	Nov 05	Dec 05	Jan 06	Feb 06	Mar 06	Apr 06	May 06	Annual Average
Arabic													
Armenian													
Cambodian													
Cantonese													
Chinese													
Other Chinese													
Korean													
Lao													
Mandarin													
Russian													
Tagalog													
Vietnamese													
Totals													

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WORKLOAD PROJECTIONS FOR JUNE 2005 - MAY 2006*

SERVICE AREA 3

PROJECTIONS TO BE INSERTED PRIOR TO RELEASE OF RFP

LANGUAGE	FY 05-06												
	Jun 05	Jul 05	Aug 05	Sept 05	Oct 05	Nov 05	Dec 05	Jan 06	Feb 06	Mar 06	Apr 06	May 06	Annual Average
Arabic													
Armenian													
Amharic													
American Sign Language													
Cambodian													
Cantonese													
Chinese													
Other Chinese													
Hmong													
Indonesian													
Korean													
Lao													
Mandarin													
Russian													
Samoan													
Tagalog													
Thai													
Vietnamese													
NE Sign Language													
Totals													

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Technical Exhibit C-3

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WORKLOAD PROJECTIONS FOR JUNE 2005 - MAY 2006*

SERVICE AREA 4

PROJECTIONS TO BE INSERTED PRIOR TO RELEASE OF RFP

LANGUAGE	FY 05-06												
	Jun 05	Jul 05	Aug 05	Sept 05	Oct 05	Nov 05	Dec 05	Jan 06	Feb 06	Mar 06	Apr 06	May 06	Annual Average
Arabic													
Armenian													
Cambodian													
Chinese													
Farsi													
French													
Japanese													
Korean													
Lao													
Mandarin													
Russian													
Tagalog													
Thai													
Vietnamese													
NE Sign Language													
Totals													

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WORKLOAD PROJECTIONS FOR JUNE 2005 - MAY 2006*

SERVICE AREA 5

PROJECTIONS TO BE INSERTED PRIOR TO RELEASE OF RFP

LANGUAGE	FY 05-06												
	Jun 05	Jul 05	Aug 05	Sept 05	Oct 05	Nov 05	Dec 05	Jan 06	Feb 06	Mar 06	Apr 06	May 06	Annual Average
Arabic													
Armenian													
American Sign Language													
Cambodian													
Cantonese													
Chinese													
Other Chinese													
Farsi													
Hindi													
Hmong													
Indonesian													
Japanese													
Korean													
Lao													
Rumanian													
Russian													
Samoan													
Tagalog													
Thai													
Vietnamese													
NE Sign Language													
Totals													

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WORKLOAD PROJECTIONS FOR JUNE 2005 - MAY 2006*

SERVICE AREA 6

PROJECTIONS TO BE INSERTED PRIOR TO RELEASE OF RFP

[illegible]

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WORKLOAD PROJECTIONS FOR JUNE 2005 - MAY 2006*

SERVICE AREA 7

PROJECTIONS TO BE INSERTED PRIOR TO RELEASE OF RFP

LANGUAGE	FY 05-06												
	Jun 05	Jul 05	Aug 05	Sept 05	Oct 05	Nov 05	Dec 05	Jan 06	Feb 06	Mar 06	Apr 06	May 06	Annual Average
Arabic													
Armenian													
Cambodian													
Farsi													
Japanese													
Korean													
Russian													
Tagalog													
Vietnamese													
NE Sign Language													
Lithuanian													
Rwanda													
Totals													

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Technical Exhibit C-4

LINKS TO GAIN POLICIES AND REGULATIONS

“Applicable GAIN Rules and Regulations”

The County’s GAIN Handbook provides direction of GAIN policies and procedures. The most recently updated Handbook is available at:

http://www.ladpss.org/dpss/contracts/dpss_rfps.cfm

Los Angeles County CalWORKs Plan

The Los Angeles County CalWORKs Plan can be reviewed at public libraries, at the DPSS web site:

http://www.ladpss.org/dpss/calworks/fnlstate_plan_body.htm

California Welfare Reform Legislation

The California Welfare Reform Legislation can be reviewed at public libraries or on the State of California’s Web Site: <http://www.sen.ca.gov> Enacted Legislation on California welfare Reform includes:

<u>Bill Number</u>	<u>Enacted</u>
AB 1542 - CalWORKs	08/11/97
AB 67- Social Serv. Trailer Bill	10/19/97
AB 1260- Convicted Felons	08/18/97
AB 2779- Social Serv. Trailer	08/21/98
SB 171- Low-Cost Insurance	10/10/99

All-County Letter No. 97-72

The All-County Letter No. 97-72 can be reviewed at public libraries or on the California Department of Social Services’ Web Site:

http://www.dss.cahwnet.gov/getinfo/acl/ACL_INDEX.pdf

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RFP SERVICE AREAS BY ZIP CODE

NE/NS SERVICE AREA 1					
90008	90064	90265	91303	91340	91406
90019	90066	90277	91304	91342	91411
90024	90069	90278	91306	91343	91423
90025	90211	90291	91307	91344	91436
90028	90212	90301	91311	91345	91606
90034	90230	90403	91313	91356	92843
90035	90232	90405	91316	91365	93534
90036	90245	90501	91321	91367	93535
90038	90247	90503	91324	91387	93536
90046	90249	90504	91325	91401	93550
90048	90250	90805	91326	91403	
90049	90260	91208	91335	91405	

NE/NS SERVICE AREA 2					
90006	90031	90039	90640	91104	91755
90012	90032	90042	91001	91106	91770
90017	90033	90057	91030	91205	91803
90026	90038	90065	91103	91754	

NE/NS SERVICE AREA 3					
91006	91170	91731	91744	91766	91776
91007	91706	91732	91745	91767	91780
91010	91700	91733	91746	91768	91789
91016	91722	91740	91748	91773	91790
91107	91724	91741	91765	91775	91791

SUBJECT TO BOARD OF SUPERVISORS APPROVAL**Technical Exhibit C-5****Page 2 of 3****RFP SERVICE AREAS BY ZIP CODE**

NE/NS SERVICE AREA 4					
90003	90027	90059	91202	91401	91607
90004	90028	90063	91203	91402	91706
90005	90029	90065	91204	91403	91732
90006	90031	90068	91205	91405	91754
90007	90032	90212	91206	91406	91755
90011	90033	90248	91208	91411	91770
90012	90035	90401	91214	91501	91775
90013	90036	90606	91303	91502	91776
90016	90038	90640	91304	91504	91801
90017	90039	90802	91306	91505	91803
90018	90041	91040	91324	91601	
90019	90042	91042	91335	91604	
90020	90046	91104	91343	91605	
90026	90057	91201	91352	91606	

NE/NS SERVICE AREA 5					
90022	90247	90603	90713	90746	90814
90031	90249	90638	90715	90755	90815
90061	90250	90640	90716	90802	91712
90063	90260	90650	90717	90804	91713
90201	90501	90660	90723	90806	91716
90220	90503	90701	90731	90807	91733
90221	90504	90703	90732	90808	92647
90240	90505	90706	90744	90810	
90242	90602	90712	90745	90813	

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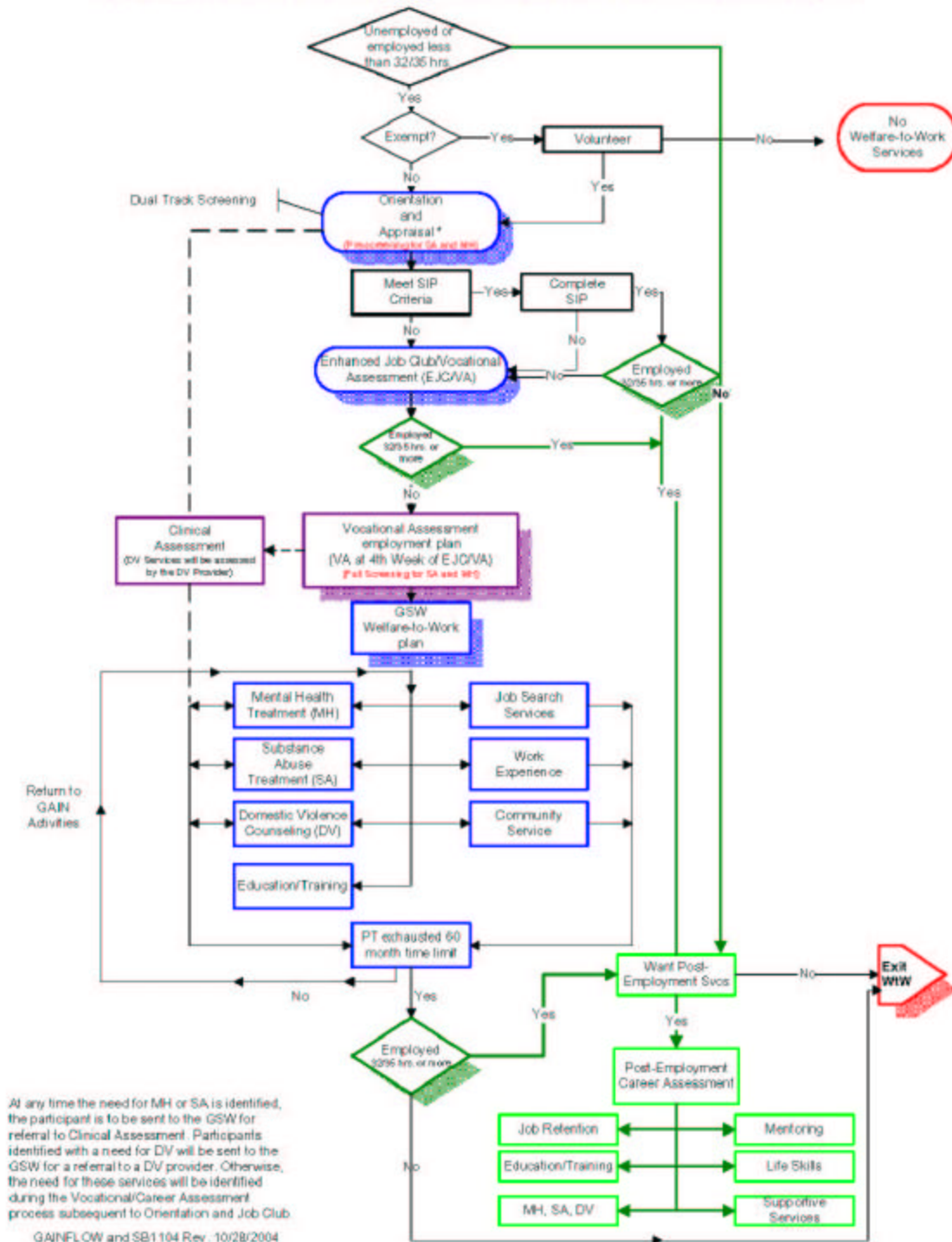
RFP SERVICE AREAS BY ZIP CODE

NE/NS SERVICE AREA 6					
90004	90046	91201	91203	91205	91207
90028	91020	91202	91204	91206	91208
90038					

NE/NS SERVICE AREA 7					
91040	91344	91403	91502	91601	91606
91042	91352	91405	91504	91602	91607
91214	91401	91406	91505	91604	
91331	91402	91501	91506	91605	

WELFARE-TO-WORK FLOW CHART

CalWORKS/GAIN WELFARE-TO-WORK (WTW) FLOW/DECISION CHART



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Technical Exhibit C-7

MINIMUM REQUIREMENTS FOR CASE MANAGERS

MINIMUM REQUIREMENTS

Case Managers are to be the equivalent of the County's GAIN Services Workers (GSWs).

TRAINING AND EXPERIENCE:

A four-year college degree -OR- An AA* degree and two years of caseload experience, -OR- An AA* degree and two years of employment counseling experience -OR- two years of employment counseling experience in a GAIN environment.

*Achievement of Junior class standing in an accredited college may be substituted for an AA degree provided other training or experience requirements are met.

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Technical Exhibit C-8

DEFINITIONS

Administrative Directives/Memorandums - Documents used to disperse newly enacted regulations or to up-date existing ones as determined by DPSS. These updates supplement and enhance the GAIN Program Handbook and should be filed therein under the applicable chapter and subject matter.

Adult Basic Education - A Welfare-to-Work (WtW) activity which includes instruction in reading, writing, arithmetic, high school proficiency, or general education development certificate instruction, and English-as-a-Second Language.

Applicant - A person who has applied for CalWORKs assistance and has not been granted or has been denied cash assistance.

Appeals and State Hearings Section (ASH) - A section within DPSS assigned the responsibility of representing the County in State Hearings requested by participants. This section also conducts GAIN County Grievance Hearings.

Appraisal - The initial interview with a participant at the time he or she enters the WtW program. The appraisal provides information about the participant's employment history and skills, the need for supportive services, and any other information required to determine appropriate assistance and employability and exemption from work requirements.

Assessed Skills - Skills the individual has demonstrated through a formal testing process.

Assessment (Clinical or Vocational)- The evaluation of work history, inventory of employment skills, knowledge and abilities; education history, present educational competency level; their level of English competency and need for English-as-a-Second language courses; work and educational history; an inventory of their skills, knowledge, and abilities acquired in the country in which they were raised, educated or had prior work history, and their primary language literacy level, need for supportive services; employability given current skills and local labor market conditions; physical limitations, or mental conditions that limit the ability to work or participate. A primary tool for developing the welfare-to-work plan.

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Barriers - Personal or other problems/issues that interfere with participation, employment, job search. Can be temporary or long term.

California Work Opportunity and Responsibility to Kids (CalWORKs) - California's name for the federal TANF Program to provide time limited assistance to needy families and assist them to transition from welfare to work.

Career Assessment - If the full-time employed participant opts for post-employment services, he/she is referred for a career assessment before being assigned to any post-employment service activity. The participant's career plan is developed by the vocational assessor and the GAIN participant using assessment test results and career development information.

Caseload - The number of cases assigned to a case manager in a given period and the cases for which a Contractor is responsible.

Case Number - A participant's CalWORKs/GAIN/DPSS record identified by a unique seven-digit number. The number may or may not have a four-digit prefix designating the responsible County and an aid category.

Cash Aid - The CalWORKs aid payment.

Case Management - The coordination of services and activities in a linguistic and the culturally appropriate manner, including but not limited to: assessing the participant's employability and need for supportive services; tracking and evaluating the participant's attendance and progress in work activities; identifying and authorizing supportive services; making a recommendation of cause for failure to participate; referring the participant to community resources for work activities, counseling and assisting in accessing community resources and resolving problems; documenting in the physical and electronic case file, and completing other required documents.

Cause Determination - An investigation of good cause or no good cause when a participant fails or refuses to meet program requirements.

Child Care – Appropriate and suitable child care is child care that meets the needs of the child and the parent. If provided under CalWORKs program requirements, parents may obtain reimbursement for costs. Parents can also seek good cause excuse from WtW activities due to a lack of suitable child care.

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Civil Rights Section - A section within DPSS assigned the responsibility for investigating alleged complaints of discriminatory treatment and non-compliance with federal and state statutes ensuring the administration of CalWORKs programs are non-discriminatory. This section will investigate all complaints of discriminatory treatment against the Case Management and Staff Training Contractor.

Community Service - Unpaid work performed by CalWORKs participants after the completion of the WtW Plan or the 18-24 month time limit, in the public or private not-for-profit sector that meets unmet community needs, and provides the participant with job skills that can lead to unsubsidized employment. Community Service can also be an activity included in the WtW Plan.

Compliance Plan - A written plan developed during the Cause Determination interview to correct the instance of (non) compliance.

Core Activities - The following components constitute core activities as defined by the State: unsubsidized employment, subsidized private sector employment, subsidized public sector employment, work experience, on-the-job training, grant-based on-the-job training, supported work or transitional employment, work-study, self-employment, community service, vocational education and training, and job search and job readiness assistance.

Direct Work Activities - Defined as employment, work experience, on-the-job training, grant-based on-the-job training, supported work or transitional employment, work study, community service, job search, and vocational education (limited to 12 months). Move to Definitions.

Dual Track - Participants may, with the approval of the NE/NS Case Manager and Supervisor, shortened job club/job search if it is determined that these services are not benefiting the individual. Additionally, participants with Learning Disabilities may qualify for Dual Track services. Dual Track refers to the delivery of combined services (e.g., job club and remedial education/literacy) to better serve the participant. Dual Track participants must meet specific qualifiers and may not be, arbitrarily, placed into Dual Track.

Eligibility Worker (EW) - The County employee responsible for initial and ongoing eligibility determination for CalWORKs assistance.

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Exemption - A condition or circumstance that excludes the recipient from participation in a welfare-to-work activity for as long as the condition or circumstance continues to exist, subject to frequent review.

Financial Sanctions - Financial sanction is a penalty in which a GAIN participant's CalWORKs cash grant is reduced or terminated. Financial sanctions are imposed upon a participant for failure or refusal to meet program requirements, without good cause, after compliance procedures have been unsuccessful.

Full-Time Job (Employment) - Working at least thirty-two (32) hours per week for a single head of household and thirty-five (35) hours per week for a two parent house, in a job expected to last at least 30 days for a salary which would at least equate to the Federal minimum wage, or to the State minimum wage, whichever is higher.

GAIN - Acronym for "Greater Avenues for Independence", program established on September 26, 1985 with the passage of the State of California Assembly Bill 2580. The GAIN program establishes a comprehensive system of services to assist CalWORKs applicants/recipients in obtaining unsubsidized employment. Note, NE/NS WtW Program is the County's GAIN program for Non-English/Non-Spanish speaking participants.

GAIN Division - A division within DPSS assigned the responsibility for administration of the GAIN Program. The division may also provide technical assistance to the Case Management Contractor, when necessary, to ensure that GAIN program requirements are met.

GAIN Program Handbook - A document which details the policies and procedures for delivering case management to Los Angeles County WtW participants. The content reflects State and federal laws and regulations, and subsequent updates.

GAIN Services Supervisor - Supervises GAIN Services Workers.

GAIN Services Worker (GSW) - The employee of the Department of Public Social Services GAIN Division who directly provides case management to program participants.

GEARS - GEARS is the acronym for "GAIN Employment Activity and Reporting System" which is the automated data management system used to support the GAIN program in

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Los Angeles County by tracking participants, authorizing payments, generating reports, maintaining inventories of available resources, and providing program monitoring data.

Good Cause - An approved good reason, as defined by DPSS, for a participant who has failed or refused to participate in a WtW activity. A number of good cause reasons can excuse an individual from participating in GAIN for an extended period of time.

Grant Diversion Community Service - Community Service assignments where the CalWORKs grant is diverted to a Community Service employer and paid to the participant as wages. Los Angeles County does not currently have a Grant-Diversion Community Service program.

Job Club/Job Search - Intensive five (5) week program geared towards the development of employment skills and successful job hunting techniques. Activities performed include the utilization of are resources to develop job leads and schedule interviews, network and use of phone banks for contacting potential employers, direct interaction with job development staff to obtain referrals and expand job search activities.

Job Placement Rate -In any given month the Job Placement Rate shall be the ratio of the Job Placement Count to the existing Caseload.

Job Placement Count - The Job Placement Count is the sum of all registered participants who are placed in a given month. Placement occurs when either of the following two things happen:

- A registered participant enters full-time or part-time employment with a new employer during the month and is entered into GEARS. Only one entered employment is counted in a given month.
- A newly referred participant who is employed is entered into GEARS.

Subsidized employment will count as a placement but a grant-diversion community service assignment will not count as a placement.

Caseload - In any given month, the caseload, for purposes of this project, shall consist of the sum of unduplicated counts of participants who meet one or more of the following three qualifications:

- Registrants who did not have earnings on the last day of the previous month.
- New referrals (employed or unemployed) received during the month.

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- Participants whose records are included among those with entered employment.

Job Services - Includes linguistically and culturally appropriate job skills workshops that focuses on job seeking/interview skills, activities designed to promote motivation and self-esteem, and job search and workfare project activities.

LEADER (Los Angeles Eligibility, Automated Determination, Evaluation and Reporting system) - An individual client-based, fully integrated, on-line, interactive Graphical User Interface system. The LEADER system automatically determines eligibility and issue benefits for CalWORKs, General Relief, Food Stamps and Medi-Cal programs and provides supportive functions and interfaces. The GEARS System interfaces with LEADER.

Limited English Proficient - That is, they cannot speak, read, write or understand the English language at a level that permits them to interact effectively with health care providers and social service agencies. Because of these language differences and their inability to speak or understand English, LEP persons are often excluded from programs, experience delays or denials of services, or receive care and services based on inaccurate or incomplete information.

Lesson Plan - A linguistically and culturally appropriate training plan to include course content, course objectives, course length, presentation methods, sample pre/or post tests, materials provided to trainees and audio visual presentations and equipment to be used.

Mandated Forms - Required forms that must be used and translated for participants and cannot be modified, such as Notices of Action.

Non-English Speaking – Persons whose primary language is other than English and whose language must be used to effectively communicate program information and requirements. Sign language is subject to this definition.

Non-Core Activities - The following components constitute non-core activities as defined by the State: adult basic education or English-as-a-Second Language (ESL), job skills training directly related to employment, education directly related to employment, satisfactory progress in secondary school or in a course of study leading to a certificate or GED, mental health, substance abuse, and domestic violence services, and other DPSS approved activities necessary to assist an individual in obtaining unsubsidized employment.

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Non-Compliance - The process by which the County penalizes participants who fail to meet the requirements of the GAIN program. Although the GAIN program's mission is to increase participation and work with the individual in achieving employment and dependency from CalWORKs, sanctions via non-compliance procedures can be an effective tool in securing participation when all other efforts fail.

Notice of Action (NOA) - A written notice sent to participants when there is an approval, change or denial of request for services. Must be translated for participants.

On-The-Job Training (OJT) - Training for WtW participants who continue to receive their CalWORKs grants while receiving non-paid work experience. Can include English-as-a-Second Language training in combination with work experience. At the end of the training period, the participant is expected to become a regular employee of the employer who provided the OJT experience.

Participant - A person who receives CalWORKs WtW benefits and services. (i.e., a client).

Part-Time Job (Employment) - Working less than thirty-two (32) hours per week for a single parent household or under a total of thirty-five (35) hours per week for a two-parent household, in a job expected to last at least 30 days for wages which would at least equate to the federal minimum wage or to the State minimum wage, if higher.

Post Employment Services - Post-employment services are designed to help participants stay employed and attain a better job with wages that enable self-sufficiency from CalWORKs dependency. The goal is to provide participants with the information, resources and tools to retain unsubsidized employment, improve career potential, and to achieve economic self-sufficiency at a living wage prior to exhausting their five-year lifetime limit. To this end an array of post-employment services are offered.

Post Time Limit - Participants whose 60-month time clock expired and, therefore, are no longer eligible to CalWORKs. Even though the participant may not be eligible for CalWORKs, their children may remain eligible and continue to receive services under the program. These participants may volunteer for Post Time Limit services under the GAIN program.

Qualified Bilingual Employee - An employee who, in addition to possessing the necessary qualifications for the particular classification, is certified through a process approved or administered by the Contractor, and approved by the County, to be proficient in oral and/or written communication in the non-English language of the

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persons to be served. This definition also applies to an employee who is certified in the use of sign language.

Referral - The mailing of the registration notice, which informs participants that they are enrolled in the NE/NS WtW program, and schedules them for an orientation session.

Sanction - A penalty consisting of a reduction in the family's grant by removing a non-complying participant from the assistance unit (AU) for a period time. The term "sanction" applies when participant fails or refuses, without good cause, to participate in a mandated activity associated with WtW requirements.

Self-Sufficiency - A level at which participants have the skills and ability to be economically independent and have obtained a steady source of income that removes the need for welfare assistance.

Specialized Supportive Services – Refers to any of three possible barriers to employment encountered by participants: Substance Abuse, Domestic Violence, and/or Mental Health.

Subsidized Employment - Employment in which a participant's wage is provided by a subsidy.

Unsubsidized Employment - Direct employment without a subsidy.

Vocational Assessment - A vocational assessment is the process by which a professional, culturally aware assessor develops an individualized employment plan which leads a participant to employment based on the culturally and linguistically appropriate evaluation of the participant's existing skills, education level, employment goals, vocational assessment test results and local labor market information.

Wage Rate - The average initial (entry level) hourly wage paid for all participants who enter employment in a given month.

Welfare-to-Work Plan - A plan developed with the participant based on assessment. The plan includes specific activity assignments, the hours of participation and services required that can be used to guide the move of a participant into unsubsidized employment. Approved work activities include: English-as-a-Second Language training, unsubsidized employment, on-the-job training, job search and job readiness assistance, community service, work experience, vocational training, community service, mental health, substance abuse and domestic violence treatment service, and educational and job skills training directly related to employment.

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Welfare-to-Work Plan: Activity Assessment and Change (WtW3) - An update of the binding agreement between a participant and DCSS, as prepared by the case manager. The agreement must be amended whenever a participant's assignment changes.

Welfare-to-Work Plan: Activity Plan (WtW2) - A binding agreement between a participant and DPSS, as prepared by the case manager, that is executed before the participant's assignment to his/her first component.

Work Activities - A list of allowable welfare-to-work activities to which the participant may be assigned as specified in the CalWORKs law.

“Work First” Message - WtW program focus on moving participants rapidly into jobs.

Work Participation Rate Requirements - The number of hours per week a participant is required to engage in WtW activities, and the federal requirements for states and counties to have a percentage of participants meeting these rates.

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APPENDIX D

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EXHIBIT D-1

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NE/NS CASE MANAGEMENT SERVICES

**REQUIRED BID SHEET
FORM OF BID TO BE SUBMITTED BY OFFEROR**

The undersigned offers to furnish all personnel and materials for the provision of NE/NS Case Management Services. Said work shall be done for the period prescribed and in the manner set forth in RFP, Appendix B, Statement of Work and based on projected caseloads provided in Appendix C, Exhibit C-3.

I agree to provide the specified services for Los Angeles County. The following prices for each of the Service Areas being bid are firm and fixed prices for the one-year term of the Contract:

1 RFP Service Area	2 RFP Service Area Description	3 Firm Fixed Price per Service Area Being Bid (The Annual Budget Amount for Each Service Area)*
1	GAIN Regions I and II (No Particular Language Concentration)	\$
2	½ of GAIN Region III (Cantonese and Vietnamese Language Concentration)	\$
3	½ of GAIN Region III (Cantonese and Vietnamese Language Concentration)	\$
4	GAIN Region IV (Armenian Language Concentration)	\$
5	GAIN Regions V and VI (Cambodian Language Concentration)	\$
6	½ GAIN Region VII (Armenian Language Concentration)	\$
7	½ GAIN Region VII (Armenian Language Concentration)	\$

*** Place an "N/A" in column 3 for each Service Area not being bid.**

Complete this Appendix D-1, pages 3 through 5, hereunder, for each Service Area bid on, even if bidding on all seven (7) Service Areas. Indicate the appropriate Service Area # on each Annual Budget Sheet and Budget Narrative Sheet.

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EXHIBIT D-1

Page 2 of 5

THIS BID SHALL REMAIN A FIRM OFFER FOR ONE YEAR FOLLOWING THE LAST DAY TO SUBMIT PROPOSALS.

Signature of Authorized Agent Date _____

Typed Name of Authorized Agent

Firm Name

Firm Address

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EXHIBIT D-1

Page 3 of 5

NE/NS CASE MANAGEMENT SERVICES ANNUAL BUDGET SHEET FOR SERVICE AREA # _____

DIRECT COST

<u>Payroll</u>	<u>FTE*</u>	Monthly Salary	Total Annual
Employee Classification		\$ _____	\$ _____
Employee Classification		\$ _____	\$ _____
Employee Classification		\$ _____	\$ _____
Employee Classification		\$ _____	\$ _____
Employee Classification		\$ _____	\$ _____
Employee Classification		\$ _____	\$ _____
Others (Please continue to list)		\$ _____	\$ _____
Total Annual Salaries and Wages.....			\$ _____

* FTE=Full Time Equivalent Positions

Employee Benefits	Mo. Cost Per Employee Employees	Annual Cost All
Medical Insurance	_____	\$ _____
Dental Insurance	_____	\$ _____
Life Insurance	_____	\$ _____
Other (list)	_____	\$ _____
Total Annual Benefits.....		\$ _____

Payroll Taxes	Mo. Cost Per Employee Employees	Annual Cost All
FICA	_____	\$ _____
SUI	_____	\$ _____
Worker's Comp.	_____	\$ _____
Other (list)	_____	\$ _____
Total Annual Payroll Taxes.....		\$ _____

Insurance (List Type/Coverage. See RFP, Appendix A, Paragraphs 8.25, 8.26, Insurance)	
_____	\$ _____
_____	\$ _____
_____	\$ _____
Total Annual Insurance Costs	\$ _____

Miscellaneous Direct Costs	
Supplies.....	\$ _____
Services (list).....	\$ _____
Other (list)**	\$ _____
Total Annual Miscellaneous Direct Costs\$ _____	

** Office Equipment, Computer Hardware, Computer Software, and Equipment Maintenance costs are **not** to be included in this category.

TOTAL ANNUAL DIRECT COST \$ _____

INDIRECT COST

General Accounting/Bookkeeping.....	\$ _____
Management Overhead (Please specify).....	\$ _____
Other (Please specify).....	\$ _____
TOTAL ANNUAL INDIRECT COST \$ _____	

TOTAL ANNUAL DIRECT AND INDIRECT COST \$ _____
PROFIT (Please enter the percentage: _____%)..... \$ _____
TOTAL ANNUAL COST \$ _____

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APPENDIX D-1

Page 4 of 5

**NE/NS CASE MANAGEMENT SERVICES
REQUIRED LINE ITEM BUDGET NARRATIVE
FOR SERVICE AREA # _____**

Proposers are required to complete a budget narrative for each separate line item in their Annual Budget Sheet for each Service Area bid on. All figures and compilations must be clearly explained.

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EXHIBIT D-1

Page 5 of 5

**NE/NS GAIN CASE MANAGEMENT SERVICES
MONTHLY EMPLOYEE BENEFITS**

Medical Insurance/Health Plan

Employer Pays \$ _____ Employee Pays \$ _____ Total Premium \$

Annual Deductible:

Employee \$

Family \$

Coverage (?):

_____ Hospital Care (Inpatient _____ Out Patient _____)

_____ X-Ray & Laboratory

_____ Surgery

_____ Office Visits

_____ Pharmacy

_____ Maternity

_____ Mental Health/Chemical Dependency, Inpatient

_____ Mental Health/Chemical Dependency, Outpatient

Dental Insurance

Employer Pays \$ _____ Employee Pays \$ _____ Total Premium \$

Life Insurance

Employer Pays \$ _____ Employee Pays \$ _____ Total Premium \$

Vacation

Number of Days _____, And

Any Increase After _____ Years of Employment, Number of Days or Hours

Sick leave

Number of Days _____ Per Year, And

Any Increase or Accumulation, Number of Days or Hours

Holidays

Number of Days _____ Per Year

Retirement Employer Pays \$ _____ Employee Pays \$ _____ Total \$

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EXHIBIT D-2

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By submission of this Bid, this potential Contractor certifies that the prices quoted herein have been arrived at independently without consultation, communication, or Contract with any other bidder or competitor for the purpose of restricting competition.

The following names with their telephone numbers are persons authorized legally to commit the Bidder/Contractor:

_____	_____
_____	_____
_____	_____
_____	_____

Name of Firm

Typed Name and Title of Signer

Signature

Date

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EXHIBIT D-3

INVITATION FOR BID/REQUEST FOR PROPOSALS/ GROUNDS FOR REJECTION

Los Angeles County Code Chapter 2.180.010, "Certain Contracts Prohibited" sets forth, among other things, the following:

Notwithstanding any other section of this *Code*, the County shall not contract with, and shall reject any bid or proposal submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

- (a) Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
- (b) Profit making firms or businesses in which employees described in subsection (a) serve as officers, principals, partners or major shareholders;
- (c) Persons who, within the immediately preceding twelve (12) months, came within the provisions of subsection (a), and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the Contractor, or (2) participated in any way in developing the Contract or its service specification; and
- (d) Profit making firms or businesses in which the former employees described in subsection (c) serve as officers, principals, partners or major shareholders.

Contractor hereby certifies that personnel who developed and/or participated in the preparation of the Contract do not fall within scope of *Code Section 2.180.010* as outlined above.

Typed Name and Title of Signer

Signature

Date

SUBJECT TO BOARD OF SUPERVISORS APPROVAL

EXHIBIT D-4

Page 1 of 3

CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

GENERAL INFORMATION

Your employer, _____, has entered into a contract with the County of Los Angeles to provide various services to the County. Therefore, we need your signature on this employee acknowledgment and confidentiality agreement.

ACKNOWLEDGMENT OF EMPLOYER

! I understand that _____ is my sole employer for purposes of this employment.

! I rely exclusively upon _____ for payment of salary and any and all other benefits payable to me or on my behalf during the period of this employment for work performed under the Contract.

! I understand and agree that I am not an employee of Los Angeles County for any purposes and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles during the period of this employment.

! I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between my employer and the County of Los Angeles.

_____ **(Initial and date)**

CONFIDENTIALITY AGREEMENT

As an employee of _____, you may be involved with work pertaining to County services and if so, you may have access to confidential data pertaining to persons and/or other entities who receive services from the County of Los Angeles. The County of Los Angeles has a legal obligation to protect all confidential data, especially data concerning welfare recipient records. If you are to be involved in County work, the County must ensure that you, too, will protect the confidentiality of all data. Consequently, you must sign this confidentiality agreement as a condition of your work to be provided by for the County.

SUBJECT TO BOARD OF SUPERVISORS APPROVAL

Page 2 of 3

CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT (Continued)

Please read the following Contract and take time to consider it prior to signing:

- ! I hereby agree that I will not divulge, to any unauthorized person, data obtained while performing work pursuant to the Contract between and the County of Los Angeles.*
- ! I agree to forward all requests for the release of information received by me to my immediate supervisor.*
- ! I agree to report any and all violations of the above by any other person and/or by myself to my immediate supervisor.*
- ! I agree to return all confidential materials to my immediate supervisor upon termination of my employment with _____ or completion of the presently assigned work task, whichever occurs first.*
- ! I acknowledge that violation of this agreement and acknowledgment may subject me to civil and/or criminal action and that the County of Los Angeles will seek all possible legal redress.*

_____ **(Initial and Date)**

CONFLICT OF INTEREST POLICY

I ACKNOWLEDGE MY RESPONSIBILITY TO REPORT MY EMPLOYMENT TO MY ELIGIBILITY WORKER OR SOCIAL WORKER SHOULD I APPLY FOR, AM CURRENTLY, OR BECOME A RECIPIENT OF ANY PUBLIC ASSISTANCE OR SERVICES PROGRAM ADMINISTERED BY DPSS.

These are some of the programs that are administered by DPSS:

1. California Work Opportunity and Responsibility for Kids (CalWORKs)
2. Los Angeles County General Relief Program (GR)
3. California Medi-Cal Program (Medi-Cal)
4. Food Stamps Program (FS)
5. Social Services to Adults, Children, and Families
6. Supervision of Children Placed in Foster Care
7. Cuban/Haitian Entrant Program (CHEP)
8. Refugee Resettlement Program (RRP)
9. Special Circumstances (SC)
10. Repatriate Program (Repat)

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**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND
CONFIDENTIALITY AGREEMENT
(Continued)**

CONFLICT OF INTEREST POLICY (Cont.)

DURING THE TIME THAT I HAVE ACCESS TO PUBLIC ASSISTANCE RECORDS WHILE ACTING ON BEHALF OF MY EMPLOYER, I AGREE TO REPORT TO MY IMMEDIATE SUPERVISOR THAT I HAVE (WITHIN THE LAST THIRTY [30] DAYS) APPLIED FOR OR AM RECEIVING PUBLIC ASSISTANCE. IF I HAVE ACCESS TO MY OWN, MY RELATIVES', OR CLOSE FRIENDS' PUBLIC ASSISTANCE RECORDS, I WILL MAKE THIS KNOWN TO MY IMMEDIATE SUPERVISOR.

I understand that I am to report any of the following relationships and that the County will screen contractor employees to ensure that reporting responsibilities are being met, and that I shall have no access to my public assistance records or the records of any friend, relative, business relation, personal acquaintance, tenant, or any individual whose relationship could reasonably sway my conduct or performance on the job. Access includes, but is not limited to, determining eligibility for public assistance, transmitting computer data, and physical possession of financial documents or fingerprint images and fingerprint documents.

IT IS YOUR RESPONSIBILITY TO BE AWARE OF POSSIBLE CONFLICTS OF INTEREST AND TO IMMEDIATELY NOTIFY YOUR IMMEDIATE SUPERVISOR IN WRITING OF THE FACTS, SO THAT A DETERMINATION CAN BE MADE OF WHETHER OR NOT SUCH A CONFLICT EXISTS. YOUR REPORT WILL BE HELD IN CONFIDENCE.

Name: _____
(Contractor Employee's Signature)

Date: _____

Name: _____
(Please Print Contractor Employee's Name)

Social Security Number: _____

Working Title: _____

Original: Contractor
Copy: Contract Employee

SUBJECT TO BOARD OF SUPERVISORS APPROVAL

EXHIBIT D-5

BIDDER'S/OFFEROR'S EEO CERTIFICATION

Bidder's/Offoror's Name

Address

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with *Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e-17, Section 504 of the Rehabilitation Act of 1975, the Food Stamp Act of 1977, the Welfare and Institutions Code Section 10000, California Department of Social Services Manual of Policies and Procedures Division 21, and the Americans with Disabilities Act of 1990*, the Contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, color, religion, ancestry, national origin, age, condition of disability, marital status, political affiliation or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

BIDDER'S/OFFEROR'S CERTIFICATION

(circle one)

- | | | |
|---|-----|----|
| 1. The bidder/offeror has a written policy statement prohibiting discrimination in all phases of employment. | Yes | No |
| 2. The bidder/offeror periodically conducts a self-analysis or utilization analysis of its work force. | Yes | No |
| 3. The bidder/offeror has a system for determining if its employment practices are discriminatory against protected groups. | Yes | No |
| 4. Where problem areas are identified in employment practices, the bidder/offeror has a system for taking reasonable corrective action to include establishment of goals or timetables. | Yes | No |

Name and Title of Signer

Signature

Date

SUBJECT TO BOARD OF SUPERVISORS APPROVAL

EXHIBIT D-6

BIDDER'S/OFFEROR'S NONDISCRIMINATION IN SERVICES CERTIFICATION

Bidder's/Offeror's Name

Address

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with Subchapter VI and VII of the *Civil Rights Act of 1964*, Section 504 of the *Rehabilitation Act of 1973*, as amended, the *Age Discrimination Act of 1975*, the *Food Stamp Act of 1977*, and the *Americans with Disabilities Act of 1990*, the Contractor, supplier, or vendor certifies and agrees that all persons serviced by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, color, religion, ancestry, national origin, age, condition of disability, marital status, political affiliation or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

BIDDER'S/OFFEROR'S CERTIFICATION

- | | (circle one) | |
|--|---------------------|----|
| 1. The bidder/offeror has a written policy statement prohibiting discrimination in providing services and benefits. | Yes | No |
| 2. The bidder/offeror periodically monitors the equal provision of services to ensure nondiscrimination. | Yes | No |
| 3. Where problem areas are identified in equal provisions of services and benefits, the bidder/offeror has a system for taking reasonable corrective action within a specified length of time. | Yes | No |

Name and Title of Signer

Signature

Date

SUBJECT TO BOARD OF SUPERVISORS APPROVAL

EXHIBIT D-7

County of Los Angeles – Community Business Enterprise Program (CBE)

Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form

INSTRUCTIONS: Submit this completed form with your bid only if your firm is a County of Los Angeles certified Local SBE vendor and you are requesting a preference in the evaluation for this work order.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: _____

- ☐ **I AM NOT** ☐ A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bids submission.
- ☐ **I AM** _____
- ☐ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

My County (WebVen) Vendor Number : _____

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Please Specify) _____						
Total Number of Employees (including owners): _____						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White						

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS

ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Dis- advantaged	Disabled Veteran	Expiration Date

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Print Authorized Name	Authorized Signature	Print Title	Date

OAAC:Local SBE Form

SUBJECT TO BOARD OF SUPERVISORS APPROVAL

EXHIBIT D-8

FAMILIARITY OF THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

The Vendor certifies that it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160. The Vendor also certifies that all persons acting on behalf of the Vendor organization have and will comply with it during the proposal process.

Signature_____ Date_____

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EXHIBIT D-9

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIERED COVERED TRANSACTIONS (45 C.F.R. PART 76)

Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions (45 C.F.R. Part 76)

1. This certification is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. Proposer shall provide immediate written notice to the person to whom this proposal is submitted if at any time Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this certification, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
4. Proposer agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
5. Proposer further agrees by submitting this proposal that it will include the provision entitled Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion --Lower Tier Covered Transaction (45 C.F.R. Part 76)," as set forth in the text of the Sample Agreement attached to the Request for Proposals, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Proposer acknowledges that a participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous.

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EXHIBIT D-9

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Proposer acknowledges that a participant may decide the methods and frequency by which it determines the eligibility of its principals. Proposer acknowledges that each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the required certification. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Expert for transactions authorized under paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
9. Where Proposer and/or its subcontractor(s) is or are unable to certify to any of the statements in this Certification, Proposer shall attach a written explanation to its proposal in lieu of submitting this Certification. Proposer's written explanation shall describe the specific circumstances concerning the inability to certify. It further shall identify any owner, officer, partner, director, or other principal of the Proposer and/or subcontractor who is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. The written explanation shall provide that person's or those persons' job description(s) and function(s) as they relate to the agreement which is being solicited by this Request for Proposals.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-- Lower Tier Covered transactions (45 C.F.R. Part 76)

Proposer hereby certifies that neither it nor any of its owners, officers, partners, directors, other principals or subcontractors is currently debarred, suspended, proposed for debarment, declared ineligible or excluded from securing federally funded contracts by any federal department or agency.

Dated: _____

Signature of Authorized Representative

Title of Authorized Representative

Printed Name of Authorized Representative

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EXHIBIT D-10

PROSPECTIVE CONTRACTOR REFERENCES FORMAT

List minimum of three (3) references where the required or substantially similar scope of services were provided in order to meet the Minimum Requirements stated in this solicitation.

1. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
2. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
3. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
4. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
5. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.

SUBJECT TO BOARD OF SUPERVISORS APPROVAL

EXHIBIT D-11

PROSPECTIVE CONTRACTOR LIST OF CONTRACTS FORMAT

List of all entities for which the Contractor has provided the required or substantially similar scope of services within the last five (5) years. Include all contracts with public agencies, as well as contracts terminated within the past (5) years. Use additional sheets if necessary.

1. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract	Type of Service	Dollar Amt.	? Public agency? ? Contract terminated?
2. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract	Type of Service	Dollar Amt.	? Public agency? ? Contract terminated?
3. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract	Type of Service	Dollar Amt.	? Public agency? ? Contract terminated?
4. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract	Type of Service	Dollar Amt.	? Public agency? ? Contract terminated?

SUBJECT TO BOARD OF SUPERVISORS APPROVAL

EXHIBIT D-12

ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

As a threshold requirement for consideration for Contract award, Proposers shall demonstrate a proven record of hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment openings if they meet the minimum qualifications for the openings. Additionally, proposers shall attest to a willingness to provide employed GAIN/GROW participants access to the proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Proposers shall complete, sign and return this form with their proposal. Proposers who are unable to meet this requirement shall not be considered for Contract award.

Proposer shall complete all of the following information, sign where indicated, and return this form with

- 1. Proposer has a proven record of hiring GAIN/GROW participants.**

_____ **YES** _____ **NO**
(Subject to verification by County)

- 2. Proposer is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that proposer is willing to interview qualified GAIN/GROW participants.**

_____ **YES** _____ **NO**

If YES, state the name and telephone number of the person whom the County may contact to refer GAIN/GROW participants:_____

- 3. Proposer is willing to provide employed GAIN/GROW participants access to its employee mentoring program, if available.**

_____ **YES** _____ **NO** _____ **N/A** (program not available)

PROPOSER

(Type or Print Name of Firm) _____

By _____

Type or Print Name: _____

Type or Print Title: _____

SUBJECT TO BOARD OF SUPERVISORS APPROVAL

EXHIBIT D-13

Page 1 of 2

LIVING WAGE PROGRAM

ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE LABOR/PAYROLL/DEBARMENT HISTORY

The undersigned individual is the owner or authorized agent (Agent) of the business entity or organization ("Firm") identified below and makes the following statements on behalf of his or her Firm. **The Agent is required to check each of the applicable boxes below.**

LIVING WAGE ORDINANCE:

- ☐ The Agent has read the County's Living Wage Ordinance (Los Angeles County Code Section 2.201.010 through 2.201.100), and understands that the Firm is subject to its terms.

CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:

- ☐ The Agent has read the County's Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance (Los Angeles County Code Section 2.202.010 through 2.202.060), and understands that the Firm is subject to its terms.

LABOR LAW/PAYROLL VIOLATIONS:

A "Labor Law/Payroll Violation" includes violations of any federal, state or local statute, regulation, or ordinance pertaining to wages, hours or working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination.

History of Alleged Labor Law/Payroll Violations (Check One):

- ☐ The Firm **HAS NOT** been named in a complaint, claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation which involves an incident occurring within three (3) years of the date of the proposal; **OR**
- ☐ The Firm **HAS** been named in a complaint, claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation which involves an incident occurring within three (3) years of the date of this proposal. (I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each allegation.)

History of Determinations of Labor Law /Payroll Violations (Check One):

- ☐ There **HAS BEEN NO** determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation; **OR**
- ☐ There **HAS BEEN** a determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation. I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each violation (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding.) (The County may deduct points from the proposer's final evaluation score ranging from 1% to 20% of the total evaluation points available with the largest deductions occurring for undisclosed violations.)

HISTORY OF DEBARMENT (Check one):

- ☐ The Firm **HAS NOT** been debarred by any public entity during the past ten (10) years; **OR**
- ☐ The Firm **HAS** been debarred by a public entity within the past ten (10) years. Provide the pertinent information (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding) on the attached Labor/Payroll/Debarment History form.

I declare under penalty of perjury under the laws of the State of California that the above is true, complete and correct.

Owner's/Agent's Authorized Signature	Print Name and Title
Print name of Firm	Date

SUBJECT TO BOARD OF SUPERVISORS APPROVAL

EXHIBIT D-13

Page 2 of 2

LIVING WAGE PROGRAM

ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE LABOR/PAYROLL/DEBARMENT HISTORY

Firm must complete and submit a separate form (make photocopies of form) **for each instance of** (check the applicable box below):

- ☐ An alleged claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three (3) years of the date of the proposal.
- ☐ A determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Labor/Payroll Violation.
- ☐ A debarment by a public entity listed below within the past ten (10) years.

Print Name of Firm:		Print Name of Owner:	
Print Address of Firm:		Owner's/Agent's Authorized Signature:	
City, State, Zip Code:		Print Name and Title:	
Public Entity Name:		Date of Incident:	
Case Number/Date Claim Opened:	Case Number:	Date Claim Opened:	
Name and Address of Claimant:	Name:		
	Street Address:		
	City, State, Zip:		
Description of Work: (e.g., janitor)			
Description of Allegation and/or Violation:			
Disposition of Finding (attach disposition letter): (e.g., Liquidated Damages, Penalties, Debarment, etc.)			

☐ Additional Pages are attached for a total of _____ pages.

SUBJECT TO BOARD OF SUPERVISORS APPROVAL

EXHIBIT D-14

Page 1 of 3

COUNTY OF LOS ANGELES LIVING WAGE PROGRAM

APPLICATION FOR EXEMPTION

The contract to be awarded pursuant to the County's solicitation (RFP or IFB) is subject to the County of Los Angeles Living Wage Program (Program) (Los Angeles County Code, Chapter 2.201). Contractors and subcontractors may apply individually for consideration for an exemption from the Program. To apply, Contractors must complete and submit this form to the County by the date identified in the solicitation (RFP or IFB) document. Upon review of the submitted Application for Exemption, the County department will determine, in its sole discretion, whether the contractor and/or subcontractor is/are exempt from the Program.

Company Name:			
Company Address:			
City:		State:	Zip Code:
Telephone Number:	Facsimile Number:	Email Address:	
Awarding Department:			Contract Term:
Type of Service:			
Contract Dollar Amount:			Contract Number (if any):

I am requesting an exemption from the Program for the following reason(s) (*attach to this form all documentation that supports your claim*):

- ☐ My business is a non-profit corporation qualified under Internal Revenue Code Section 501(c)(3) (*attach IRS Determination Letter*).
- ☐ My business is a Small Business (as defined in the Living Wage Ordinance) which is not an affiliate or subsidiary of a business dominant in its field of operation **AND** during the contract period will have 20 or fewer full- and part-time employees; **AND**
 - ☐ Has less than \$1 million in annual gross revenues in the preceding fiscal year including the proposed contract amount; **OR**
 - ☐ Is a technical or professional service that has less than \$2.5 million in annual gross revenues in the preceding fiscal year including the proposed contract amount.
- ☐ My business has received an aggregate sum of less than \$25,000 during the preceding 12 months under one or more Proposition A contracts and/or cafeteria services contracts, including the proposed contract amount.

SUBJECT TO BOARD OF SUPERVISORS APPROVAL

EXHIBIT D-14

Page 2 of 3

**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM**

APPLICATION FOR EXEMPTION

(Continued from previous page)

- ☐ My business is subject to a bona fide Collective Bargaining Agreement (*attach agreement*); **AND**
- ☐ the Collective Bargaining Agreement expressly provides that it supersedes all of the provisions of the Living Wage Program; **OR**
- ☐ the Collective Bargaining Agreement expressly provides that it supersedes the following specific provisions of the Living Wage Program (I will comply with all provisions of the Living Wage Program not expressly superseded by my business' Collective Bargaining Agreement):

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct.

PRINT NAME:	TITLE:
SIGNATURE:	DATE:

COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM

APPLICATION FOR EXEMPTION

(Continued from previous page)

Additional Information

The additional information requested below is for information purposes only. It is not required for consideration of this Application for Exemption. The County will not consider or evaluate the information provided below by Contractor, in any way whatsoever, when recommending selection or award of a contract to the Board of Supervisors.

- ☐ I, or my collective bargaining unit, have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.

Health Plan Company Name(s): _____

Company Insurance Group Number(s): _____

Health Premium Amount Paid by Employer: _____

Health Premium Amount Paid by Employee: _____

Health Benefit(s) Payment Schedule:

- ☐ Monthly ☐ Quarterly ☐ Bi-Annual
☐ Annually ☐ Other:

(Specify)

- ☐ I, or my collective bargaining unit, do not have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.

SUBJECT TO BOARD OF SUPERVISORS APPROVAL

EXHIBIT D-15

COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE

Contractor Living Wage Declaration
For Contract Extension, Amendment Or Renewal

The contract is subject to the County of Los Angeles Living Wage Ordinance (Program). You must declare your intent to comply with the Program.

If you believe that you are exempt from the Program, please complete the Application for Exemption form and immediately submit it, to the County awarding department.

Please check the option that best describes your intention to comply with the Program.

- ? I do not have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract. I will pay an hourly wage rate of not less than **\$9.46 per hour** per employee.
- ? I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract but will pay into the plan **less than \$1.14 per hour** per employee. I will pay an hourly wage of not less than **\$9.46 per hour** per employee.
- ? I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract and will pay into the plan **at least \$1.14 per hour** per employee. I will pay an hourly wage of not less than **\$8.32 per hour** per employee.

Health Plan(s): _____

Company Insurance Group Number: _____

Health Benefit(s) Payment Schedule:

? Monthly ? Quarterly ? Bi-Annual

? Annually ? Other: _____
(Specify)

PLEASE PRINT COMPANY NAME:	
I declare under penalty of perjury under the laws of the State of California that the above is true and correct:	
SIGNATURE:	DATE:
PLEASE PRINT NAME:	TITLE OR POSITION:

OAAC:\RV\LWO Train. Manual\Contractor LW Declaration.3doc

SUBJECT TO BOARD OF SUPERVISORS APPROVAL

EXHIBIT D-16

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM APPLICATION FOR EXCEPTION AND CERTIFICATION FORM

The County's solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All bidders or proposers, whether a contractor or subcontractor, must complete this form to either 1) request an exception from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For (Type of Goods or Services):		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program Is Not Applicable to My Business

- ☐ My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II - Certification of Compliance

- ☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

SUBJECT TO BOARD OF SUPERVISORS APPROVAL

EXHIBIT D-17

**Staffing Plan Format
MODEL CONTRACTOR STAFFING PLAN**

COMPANY NAME																		
COMPANY ADDRESS																		
PROJECT DEPARTMENT NAME																		
				HRS.			HEALTH								CNTY	NON-CNTY		
	EMPLOYEE	POSITION	WORK	WORKED	FULL TIME/	HRLY	INS.	MON	TUE	WED	THUR	FRI	SAT	SUN	TOTAL	TOTAL	HIRE	TERMINATION
FACILITY OR LOCATION	NAME	TITLE	SCHEDULE	PER DAY	PART TIME	RATE	YES/NO	HRS	HRS	HRS	HRS	HRS	HRS	HRS	HRS	HRS	DATE	DATE

SUBJECT TO BOARD OF SUPERVISORS APPROVAL

EXHIBIT D-18

GUIDELINES FOR ASSESSMENT OF PROPOSER LABOR LAW/PAYROLL VIOLATIONS

COUNTY DETERMINATION	RANGE OF DEDUCTION (Deduction is taken from the maximum evaluation points available)	
Proposer Name: _____ Contracting Department: _____ Department Contact Person: _____ Phone: _____	Proposer Fully Disclosed	Proposer <i>Did Not Fully Disclose</i>
MAJOR County determination, based on the Evaluation Criteria, that proposer has a record of very serious violations.*	8 - 10% Consider investigating a finding of proposer non-responsibility**	16 - 20% Consider investigating a finding of proposer non-responsibility**
SIGNIFICANT County determination, based on the Evaluation Criteria, that proposer has a record of significant violations.*	4 - 7%	8 - 14% Consider investigating a finding of proposer non-responsibility**
MINOR County determination, based on the Evaluation Criteria, that proposer has a record of relatively minor violations.*	2 - 3%	4 - 6%
INSIGNIFICANT County determination, based on the Evaluation Criteria, that proposer has a record of very minimal violations.*	0 - 1%	1 - 2%
NONE County determination, based on the Evaluation Criteria, that proposer does not have a record of violations.*	0	N/A

Assessment Criteria

* A "Labor Law/Payroll Violation" includes violations of any Federal, State or local statute, regulation or ordinance pertaining to wages, hours, working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination. The County may deduct points from a proposer's final evaluation score only for Labor Law/Payroll Violations with disposition by a public entity within the past three years of the date of the proposal.

The assessment and determination of whether a violation is major, significant, minor, or insignificant and the assignment of a percentage deduction shall include, but not be limited to, consideration of the following criteria and variables:

- Accuracy in self-reporting by proposer
- Health and/or safety impact
- Number of occurrences
- Identified patterns in occurrences
- Dollar amount of lost/delayed wages
- Assessment of any fines and/or penalties by public entities
- Proportion to the volume and extent of services provided, e.g., number of contracts, number of employees, number of locations, etc.

** County Code Title 2, Chapter 2.202.030 sets forth criteria for making a finding of contractor non-responsibility which are not limited to the above situations.

LIST OF DEBARRED CONTRACTORS

Vendor Name: Shobie Enterprises DBA Seahawk Construction

Principal Owners: Shamir Ahmad Qazi

Debarment Start Date: April 30, 2002 Debarment End Date: April 30, 2005

Vendor Name: Automation Data Solutions

Principal Owners: Renee Setero

Debarment Start Date: March 4, 2003 Debarment End Date: March 3, 2006

Vendor Name: 2X, Inc. a.k.a. LA Internet, Inc.,

2X Access

Internet Business International

(Referred to collectively as "LA Internet")

Principal Owners: Ken Reda

Albert Reda

Louis Cherry

Debarment Start Date: September 9, 2003 Debarment End Date: September 8, 2006

SUBJECT TO BOARD OF SUPERVISORS APPROVAL

EXHIBIT D-20

**TRANSMITTAL FORM TO REQUEST A
SOLICITATION REQUIREMENTS REVIEW**

*A Solicitation Requirements Review must be received by the County
within 10 business days of issuance of the solicitation document*

Vendor Name:	Date of Request:
Project Title:	Project No.

A Solicitation Requirements Review is being requested because the Vendor asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

- ? Application of **Minimum Requirements**

- ? Application of **Evaluation Criteria**

- ? Application of **Business Requirements**

- ? Due to **unclear instructions**, the process may result in the County not receiving the best possible responses

I understand that this request must be received by the County within **10 business days** of issuance of the solicitation document.

For each area contested, Vendor must explain in detail the factual reasons for the requested review.

(Attach additional pages and supporting documentation as necessary.)

Request submitted by:

(Name)

(Title)

For County use only

Date Transmittal Received by County: _____	Date Solicitation Released: _____
Reviewed by:	
Results of Review - Comments:	

Date Response sent to Vendor:	

3/31/04

SUBJECT TO BOARD OF SUPERVISORS APPROVAL

EXHIBIT D-21

TRANSMITTAL FORM TO REQUEST A DISQUALIFICATION REVIEW

*A Request for Disqualification Review must be received by the County
by the date specified in the Disqualification Letter*

Vendor Name:	Date of Request:
Project Title:	Project No.

As stated in the Disqualification Letter, I am requesting a Disqualification Review. I understand that this request must be received by the County by the **date specified in the Disqualification Letter**.

I have attached my detailed letter and all necessary documentation in response to each non-responsive issue that was stated in the Disqualification Letter.

Request submitted by:

(Name)

(Title)

For County use only

[illegible]

4/01/04

SUBJECT TO BOARD OF SUPERVISORS APPROVAL

EXHIBIT D-22

**TRANSMITTAL FORM TO REQUEST A
PROPOSED CONTRACTOR SELECTION REVIEW**

*A Request for a Proposed Contractor Selection Review must be received
by the County within **five business days** of the Debriefing Meeting*

Vendor Name:	Date of Request:
Project Title:	Project No.

I am requesting a **Proposed Contractor Selection Review** based on the assertions shown below. I understand that this request must be received by the County within **five business days** of the Debriefing Meeting.

My response should have been determined to be the lowest cost, responsive and responsible bid or the highest-scored proposal because of one or more of the following reason(s):

- ? Department materially failed to follow procedures specified in its solicitation document
- ? Department made identifiable mathematical or other errors in evaluating proposals
- ? A member of the Evaluation Committee demonstrated bias in the conduct of the evaluation
- ? Another basis for review as provided by state or federal law, explain below:

Vendor must explain in detail the factual reasons for the requested review. *(Attach additional pages and supporting documentation as necessary.)*

Request submitted by:

(Name) (Title)

For County use only

Date Transmittal Received by County: _____ Date of Debriefing Meeting: _____
Reviewed by:
Results of Review - Comments: _____ _____ _____
Date Response sent to Vendor:

3/31/04

SUBJECT TO BOARD OF SUPERVISORS APPROVAL

EXHIBIT D-23

TRANSMITTAL FORM TO REQUEST A COUNTY REVIEW PANEL

*A Request for a County Review Panel must be received by the County
by the date specified in the Proposed Contractor Selection Review Letter*

Vendor Name:	Date of Request:
Project Title:	Project No.

As stated in the Proposed Contractor Selection Review Letter, I am requesting a County Review Panel. I understand that this request must be received by the County by the **date specified in the Proposed Contractor Selection Review Letter**.

I further understand that **only the items listed** in the attached letter will be considered at the County Review Panel Meeting. I have included all documents and other material needed to support the assertions.

Please check one:

? I will have legal counsel at the County Review Panel Meeting

? I will *not* have legal counsel at the County Review Panel Meeting

Request submitted by:

(Name) (Title)

For County use only

Date Transmittal Received by County: _____ Date Request Due: _____
Reviewed by:
Date request submitted to the CAO to convene a Panel:
Date of County Review Panel Meeting:
Date report due from Panel:
Date report sent by Department to Vendor:
Results of Panel Report: ? Protest Denied ? Protest Valid Comments: _____ _____ _____ _____

4/01/04

IRS NOTICE 1015



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2003)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

A change to note. Workers cannot claim the EIC if their 2003 investment income (such as interest and dividends) is over \$2,600.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note: You are encouraged to notify each employee whose wages for 2003 are less than \$34,692 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 9, 2004.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676, or from the IRS website at www.irs.gov.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2003 Instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2003 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2003 and owes no tax but is eligible for a credit of \$791, he or she must file a 2003 tax return to get the \$791 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2004 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Circular E (Pub. 15), Employer's Tax Guide.

Notice 1015
(Rev. 12-2003)



**COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE**

TITLE 2 ADMINISTRATION

Chapter 2.201 LIVING WAGE PROGRAM

2.201.010 Findings.

The Board of Supervisors finds that the County of Los Angeles is the principal provider of social and health services within the County, especially to persons who are compelled to turn to the County for such services. Employers' failure to pay less than a living wage to their employees causes them to use such services, thereby placing an additional burden on the County of Los Angeles. (Ord. 99-0048 § 1 (part), 1999.)

2.201.020 Definitions.

The general definitions contained in Chapter 2.02 shall be applicable to this chapter unless inconsistent with the following definitions:

- A. "County" includes the County of Los Angeles, any County officer or body, any County department head, and any County employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.
- B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full time services to an employer, some or all of which are provided to the County of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a County of Los Angeles owned or leased facility.
- C. "Employer" means:
 - 1. An individual or entity who has a contract with the county:
 - a. For service which is required to be more economical or feasible under Section 44.7 of the Charter of the County of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this chapter as a "Proposition A contract," or

SUBJECT TO BOARD OF SUPERVISORS APPROVAL

EXHIBIT D-25

Page 2 of 7

- b. For cafeteria services, referred to in this chapter as a "cafeteria services contract," and
 - c. Who has received or will receive an aggregate sum of \$25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or
- 2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the county.
- D. "Full time" means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the Chief Administrative Officer, but in no event less than 35 hours worked per week. (Ord. 99-0048 § 1 (part), 1999.)

2.201.030 Prospective effect.

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments, the terms of which commence three months or more after the effective date of this chapter.* It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable. (Ord. 99-0048 § 1 (part), 1999.)

*Editor's note: Ordinance 99-0048, which enacted Ch. 2.201, is effective on July 22, 1999.

2.201.040 Payment of living wage.

- A. Employers shall pay employees a living wage for their services provided to the county of no less than the hourly rates set under this chapter. The rates shall be \$8.32 per hour with health benefits, or \$9.46 per hour without health benefits.
- B. To qualify for the living wage rate with health benefits, an employer shall pay at least \$1.14 per hour towards the provision of bona fide health care benefits for

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each employee and any dependents during the term of a Proposition A contract or a cafeteria services contract. Proof of the provision of such benefits must be submitted to the County for evaluation during the procurement process to qualify for the lower living wage rate in subsection A of this Section. Employers who provide health care benefits to employees through the County Department of Health Services community health plan are deemed to have qualified for the lower living wage rate in subsection A of this section.

- C. The Board of Supervisors may, from time to time, adjust the amounts specified in subsections A and B of this section, above, for future contracts. (Ord. 99-0048 § 1 (part), 1999.)

2.201.050 Other provisions.

- A. Full-Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the county the necessity to use non-full time employees based on staffing efficiency or the County requirements of an individual job.
- B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.
- C. Administration. The Chief Administrative Officer shall be responsible for the administration of this chapter. The Chief Administrative Officer may, with the advice of County Counsel, issue interpretations of the provisions of this chapter. The Chief Administrative Officer in conjunction with the Affirmative Action Compliance Officer shall issue written instructions on the implementation and on-going administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

- D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and amounts the employer paid for health benefits, and provide other information deemed relevant to the enforcement of this chapter by the county. Such reports shall be made at the times and in the manner set forth in instructions issued by the Chief Administrative Officer in conjunction with the Affirmative Action Compliance Officer. The Affirmative Action Compliance Officer in conjunction with the Chief Administrative Officer shall report annually to the Board of Supervisors on contractor compliance with the provisions of this chapter.
- E. Contractor Standards. An employer shall demonstrate during the procurement process, and for the duration of a Proposition A contract or a cafeteria services contract, a history of business stability, integrity in employee relations, and the financial ability to pay a living wage. (Ord. 99-0048 § 1 (part), 1999.)

2.201.060 Employer retaliation prohibited.

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the board of supervisors or to one or more of their offices, to the county chief administrative officer, or to the County Auditor Controller, or to the county department administering the Proposition A contract or cafeteria services contract. (Ord. 99-0048 § 1 (part), 1999.)

2.201.070 Employee retention rights.

In the event that any Proposition A contract or cafeteria service contract is terminated by the county prior to its expiration, any new contract with a subsequent employer for such services shall provide for the employment of the predecessor employer's employees as provided in this section.

- A. A "retention employee" is an employee of a predecessor employer:

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1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;
 2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and
 3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.
- B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.
- C. A subsequent employer is not required to hire a retention employee who:
1. Has been convicted of a crime related to the job or his or her job performance; or
 2. Fails to meet any other county requirement for employees of a contractor.
- D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter, a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees. (Ord. 99-0048 § 1 (part), 1999.)

2.201.080 Enforcement and remedies.

For violation of any of the provisions of this chapter:

- A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.
- B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief administrative officer:

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1. Assess liquidated damages as provided in the contract; and/or
2. Recommend to the board of supervisors the termination of the contract; and/or
3. Recommend to the board of supervisors that an employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, not to exceed three years. (Ord. 99-0048 § 1 (part), 1999.)

2.201.090 Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.
- B. Collective Bargaining Agreements. Any provision of this chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. This chapter shall not be applied to any employer which is a nonprofit corporation qualified under Section 501(c)(3) of the Internal Revenue Code.
- D. Small Businesses. This chapter shall not be applied to any employer which is a business entity organized for profit, including but not limited to any individual, partnership, corporation, joint venture, association or cooperative, which entity:
 1. Is not an affiliate or subsidiary of a business dominant in its field of operation; and
 2. Has 20 or fewer employees during the contract period, including full time and part time employees; and
 3. Does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$1,000,000.00; or
 4. If the business is a technical or professional service, does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$2,500,000.00.

"Dominant in its field of operation" means having more than 20 employees, including full time and part time employees, and more than \$1,000,000.00 in annual gross revenues or \$2,500,000.00 in annual gross revenues if a technical or professional service.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 99-0055 § 1, 1999: Ord. 99-0048 § 1 (part), 1999.)

2.201.100 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 99-0048 § 1 (part), 1999.)

SAFELY SURRENDERED BABY LAW

Protects the parent(s) from arrest or prosecution for abandonment as long as the baby has not been abused or neglected.

Does not require that names be given when the baby is turned over.

Permits parents to bring a baby within 3 days of birth to any Los Angeles County hospital ER or fire station.



State of California
Gray Davis, Governor

**Health and Human
Services Agency**
Grantland Johnson, Secretary

**Department
of Social Services**
Rita Saenz, Director



**Los Angeles County
Board of Supervisors**

Gloria Molina
Supervisor, First District
Yvonne Brathwaite Burke
Supervisor, Second District

Zev Yaroslavsky
Supervisor, Third District
Don Knabe
Supervisor, Fourth District
Michael D. Antonovich
Supervisor, Fifth District

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

The California Safely Surrendered Baby Law:

Allows a distressed birth parent(s) to legally, confidentially, and safely give up their baby.

Provides a safe place for babies.

**Newborns can be safely given up
at any Los Angeles County hospital
emergency room or fire station.**



In Los Angeles County:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org

No shame.

No blame.

No names.

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Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed in with a loving family while the adoption process was started.

**In Los Angeles County:
1-877-BABY SAFE
1-877-222-9723**

www.babysafela.org